FOI#13039

AIRPORT GROUP
UNITEHERE!

February 24, 2012

02-29-12 A09:41 RCVD

Daniel D. Duffy
Freedom of Information Administrator
Office of the Secretary
The Port Authority of New York and New Jersey
225 Park Avenue South, 17th Floor
New York, NY 10003

RE: WESTFIELD CONCESSION MANAGEMENT VIA EMAIL

Dear Mr. Duffy,

I am writing to request the following public information available under NY and New Jersey State Open Records laws. This request concerns all food and beverage, retail, news and gifts concessions ("Concessions") at Newark Liberty International Airport, John F. Kennedy International Airport, and LaGuardia Airport ("Airports"). Please provide:

1. **Gross concessions (food and beverage, retail, news and gifts) sales for all Airports including and throughout Calendar Years 2010 and 2011. Please provide duty free sales separately.**
2. **All Privilege Permits for all concessions operators presently doing business at any of the Port Authority airports.**
3. **Spreadsheet which identifies all concessions operators by airport, and terminal, including business name, lease activation date, lease expiration date, square footage, number of units and the date of the PANYNJ board meeting at which each lease was approved. Please identify both the primary lessee and any sub-lessees, if any.**
4. **Evidence of Labor Harmony documents for all privilege permits issued after October 18, 2007.**

Please provide these documents electronically if possible. Otherwise I agree to pay any reasonable copying and postage fees. Please notify me of the amount prior to completing this request if more than $50. If you deem any of the requested documents to be confidential, please provide a written explanation referencing the statutory examples on which you rely.

If you have any questions about this request, please contact me at (212) 332-9349 or via email at lafridi@unitehere.org. Thank you for your assistance.

Sincerely,

Lena Afridi
Research Analyst

275 Seventh Avenue, New York, NY 10001 • Tel (212) 265-7000 • Fax (212) 489-7238 • www.airportgroup.info

THE PORT AUTHORITY OF NY & NJ

Daniel D. Duffy
FOI Administrator

July 31, 2012

Ms. Lena Afridi
Airport Group UniteHere!
275 Seventh Avenue
New York, NY 10001

Re: Freedom of Information Reference No. 13039

Dear Ms. Afridi:

This is a response to your February 24, 2012 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code") for copies of records related to Westfield's gross concessions sales at EWR, JFK and LGA for 2010 and 2011, all privilege permits for all concession operators presently doing business at the airports, and labor harmony documents for all privilege permits issued after 10/18/07.

Material responsive to your request and available under the Code can be found on the Port Authority's website at http://www.panynj.gov/corporate-information/foi/13039-LPA.pdf. Paper copies of the available records are available upon request.

We have searched our files and found no records responsive to your request for a spreadsheet identifying all concessions operators for Westfield concession sales at LaGuardia Airport.

Certain material responsive to your request, including tax identification numbers, is exempt from disclosure pursuant to Exemption (1) of the Code.

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

Very truly yours,

Daniel D. Duffy
FOI Administrator

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

2010 Revenue for 12006 JFK International Airport

TENANT SALES	
Total Gross Sales	88,154,707.73

2011 Revenue for 12006 JFK International Airport

TENANT SALES	
Total Gross Sales	105,842,949.42

WESTFIELD CONCESSION MANAGEMENT
NEWARK INTERNATIONAL AIRPORT - Terminal C

2010

	GROSS SALES
Total Gross Sales.....	# 168,958,144

WESTFIELD CONCESSION MANAGEMENT
NEWARK INTERNATIONAL AIRPORT - Terminal C

2011

	GROSS SALES												Total
													-
													-
Total Gross Sales.....													186,942,053
													-
	-	-	-	-	-	-	-	-	-	-	-	-	-

Prepared by: Natalie Holder

Form F - Privilege, All Facilities

:For Port Authority Use Only :
: ANC-257 :

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

PRIVILEGE PERMIT

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

1. **FACILITY:** **Newark Liberty International Airport**
2. **PERMITTEE:** PROJECT HORIZON, INC., a corporation organized under the laws of the State of Florida
3. **PERMITTEE'S ADDRESS:** 4801 Executive Park Ct, Suite 100
   Jacksonville, Florida 32216
4. **PERMITTEE'S REPRESENTATIVE:** P. Jeremy Smith
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** December 9, 2010
8. **EXPIRATION DATE:** the later of (a) March 30, 2013 or (b) the earlier of (x) the day prior to the expiration date of the extended term of the Airline Lease (as herein defined) covering Concourses C-1 and C-2 or (y) the fifth (5th) year and one (1) month anniversary of the Rent Commencement Date (as herein defined), unless sooner revoked pursuant to the terms and conditions of this Permit.
9. **ENDORSEMENTS:** 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 22, 28, Exhibit X, Schedule G, and Specials

Dated: As of December 9, 2010

Consented and Agreed to by
CONTINENTAL AIRLINES, INC.
as of August 10, 2010

By _____

Print Name Gavin Molloy
(Title) MD-Airport Affairs
12/6/2011

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____
David Kagan
(Title) Assistant Director
Business, Properties & Airport Development

PROJECT HORIZON, INC.,
Permittee

By _____
Print Name P. Jeremy Smith

(Title) President

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

MLG/NEI

TERMS AND CONDITIONS

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

2. The rights granted hereby shall be exercised

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

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

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

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

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

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

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

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

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

Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

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

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

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

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

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail or certified mail addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most

recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

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

16. No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

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

18. The Permittee hereby waives its right to trial by jury in any action that may hereafter be instituted by the Port Authority against the Permittee in respect of the permission granted hereunder and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

19. Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Permittee shall continue to perform the privilege granted under this Permit, after the expiration, revocation or termination of the effective period of the permission granted under this Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination, and ending on the date that the Permittee shall cease to perform the privilege at the Airport under the Permit, equal to twice the sum of the monthly fee under the Permit. Nothing

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

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

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

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

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anyway connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port

Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

4. Effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event that upon conducting an examination and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

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

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

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

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

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

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

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

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons, including the United States of America, resulting from the Permittee's noncompliance with any of the provisions of this Endorsement, and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

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

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee.

The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

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

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

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

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

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

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

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

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

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

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

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

The Permittee shall not do or permit to be done any act which

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

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

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

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

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

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

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

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

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

Special Endorsements

1. (a) By agreement of lease, dated as of January 11, 1985, bearing Port Authority Lease No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease"), the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of December 9, 2010 (the "Sublease"), under which the Permittee has agreed to operate certain consumer services in a location the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms, the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate a first-class retail concession, at the Terminal, using the trade name "InMotion Entertainment", providing for the rental, subscription and/or sale at retail of audio, video, gaming, other electronic and entertainment hardware, media and related accessories, and for no other purpose whatsoever other than as set forth above in this paragraph.

(c) The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for

operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

(d) The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall

shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefore is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record-keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between

the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Percentage Rent" shall mean, for each annual period, ten percent (10%) of all gross receipts up to and including One Million Dollars and No Cents ($1,000,000.00) per year, payable monthly, and twelve percent (12%) of all gross receipts in excess of One Million Dollars and No Cents ($1,000,000.00) up to and including One Million Five Hundred Thousand Dollars and No Cents ($1,500,000.00) per year, payable monthly, and fourteen percent (14%) of all gross receipts in excess of One Million Five Hundred Thousand Dollars and No Cents ($1,500,000.00) per year, payable monthly.

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of One Hundred Fifteen Thousand Six Hundred Dollars and No Cents ($115,600.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Nine Thousand Six Hundred Thirty-three Dollars and Thirty-three Cents ($9,633.33), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit.

(ii) If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Emplacements, pursuant to the terms of the Sublease.

(v) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(vi) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, storage premises rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

Special Endorsements

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority a monthly percentage rent, calculated in accordance with paragraph (e) of this Special Endorsement.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage(s) stated in paragraph (a) (v) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentages applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentage(s) set forth in paragraph (a) (v) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable monthly installment of Guaranteed Rent, established for the monthly period, or (B) the applicable percentages set forth in paragraph (a) (v) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Guaranteed Rent established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable monthly installment of Guaranteed Rent, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Guaranteed Rent, less the total of all percentage rent payments previously made for such annual period. At any time that the amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent

shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated annual Guaranteed Rent established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) July 18, 2011,

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

Special Endorsements

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

"Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination. In the event the Port Authority exercises it right to revoke this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation, including without limitation any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Permit including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Permit."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

> "If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(e) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

> "In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(h) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(i) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

(ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".

(iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(j) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

Special Endorsements

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

5. The Permittee in its own name as insured and including the Port Authority as an additional insured, shall maintain and pay the premiums during the effective period of the Permit on a policy or policies of Commercial General Liability Insurance, including premises-operations and products-completed operations and covering bodily-injury liability, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limit set forth below:

	Minimum Limits
Commercial General Liability Insurance	
Combined single limit per occurrence for death, bodily injury and property damage liability:	$2,000,000.00

In the event the Permittee maintains the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured, except for the Workers' Compensation and Employers Liability Insurance policies, to the full extent of all such insurance in accordance with all terms and provisions of the Permit, including without limitation this Insurance Schedule.

(b) Each policy of insurance, except for the Workers' Compensation and Employers Liability Insurance policies, shall also contain an ISO standard "separation of insureds" clause or a cross liability endorsement providing that the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority and any claim or action against the Port Authority by the Permittee, as if the Port Authority were the named insured thereunder, but such clause or endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured. Each policy of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Permittee under Section 7 of the Terms and Conditions of the Permit.

(c) All insurance coverages and policies required under this Insurance Schedule may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the period of permission under the Permit. The Port Authority may, at any such time, require additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required and the Permittee shall promptly comply therewith.

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

the provisions of any statutes respecting suits against the Port Authority." The foregoing provisions or endorsements shall be recited in each policy or certificate to be delivered pursuant to the following paragraph (e).

(e) A certified copy of each policy or a certificate or certificates of insurance evidencing the existence thereof, or binders, shall be delivered to the Port Authority upon execution and delivery of the Permit by the Permittee to the Port Authority. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate of insurance. Any renewal policy shall be evidenced by a renewal certificate of insurance delivered to the Port Authority at least thirty (30) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the Permit. The aforesaid insurance shall be written by a company or companies approved by the Port Authority. If at any time any insurance policy shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policy shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each policy shall be delivered to or made available for inspection by the Port Authority.

(f) The foregoing insurance requirements shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Permittee under the Permit. The foregoing insurance requirements shall not constitute a representation or warranty as to the adequacy of the required coverage to protect the Permittee with respect to the obligations imposed on the Permittee by the Permit or any other agreement or by law.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth

therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by

the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

(g) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) Notwithstanding anything to the contrary stated in Section(s) 2.08 of the Sublease, there shall be no abatement of the PA Share of rent payable under this Permit or the Sublease under the circumstances described in Section(s) 2.08.

(2) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, not unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(3) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(4) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to an assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

Special Endorsements

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of an payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority , and payable in the Port of New York District in the amount of Twenty Thousand Dollars and No Cents ($20,000.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter

of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to waiver of any default by the Permittee under the terms of this Permit and all remedies of the Permit and of the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit

(b) The Permittee hereby certifies that its Federal Tax Identification Number is (Ex. 1) for the purposes of this Special Endorsement.

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

13. The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement or any management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23. The Permittee agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreement. Further, the Permittee agrees to comply with the terms and provisions of Schedule G, attached hereto and hereto made a part hereof.

14. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under this Permit, the Permittee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Permittee recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Permittee shall immediately give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all impending or existing labor-related disruptions and the progress thereof.

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Permittee at the Terminal, or against its operations thereat pursuant to this Permit, which in the opinion of the Port Authority (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or

members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(b) Labor peace agreement. The Permittee represents that, prior to or upon entering into this Supplemental Agreement, it has delivered to the Port Authority evidence of a signed labor peace agreement, in the form attached hereto as Exhibit X or, in the event Exhibit X is inapplicable, then a signed officer's certification to such effect in the required form provided by the Port Authority.

(c) Employee Retention. If the Permittee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Space (the "Predecessor Concession"), the Permittee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Permittee at the Space. The foregoing requirement shall be subject to the Permittee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Permitte shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space. The Port Authority shall have the right to demand from the Permittee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision. In the event the Permittee fails to comply with this provision, the Port Authority have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(d) Applicability of Provision. The provisions of this section shall apply to concession operators which employ ten (10) or more persons at the Space.

Special Endorsements

15. In the event that upon conducting an examination and audit the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge(s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority to payment of any late charge(s) or other service charge(s) payable under the provisions of this paragraph with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid hereunder. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to terminate this Permit; or (ii) any obligations of the Airline under this Permit.

For the Port Authority

Initialed:

For the Permittee

For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

Project Horizon, Inc. (the "Company") has complied with Board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:	FOR THE UNION:
PROJECT HORIZON, INC.	[Insert Name of Labor Organization]
BY:_____	BY:_____
DATE:_____	DATE:_____

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

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

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

Qualification as an ACDBE

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

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

part 23 is $750,000.

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

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

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

1. Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP

directories but which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

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

For the Port Authority

Initialed: For the Permittee

For the Airline

PROJECT HORIZON, INC.
t/a INMOTION ENTERTAINMENT
4801 Executive Park Court
Suite 100
Jacksonville, Florida 32216

The Port Authority of New York and New Jersey
225 Park Avenue South
New York, New York 10003
Attn: Director of Aviation

To whom it may concern:

Reference is made to a permit ("Permit"), dated as of December 9, 2010, between The Port Authority of New York and New Jersey ("Port Authority") and this company ("Permittee") for concession space at Terminal C at Newark Liberty International Airport ("Airport"). This letter is being provided in connection with the Permit and is accurate as of the date of the Permittee's execution of the Permit.

The undersigned is an officer of the Permittee and certifies to The Port Authority under penalty of perjury as follows. Because Permittee does not employ ten (10) or more persons at the Space, as defined in the Permit, the Permittee has not, and is not obligated to, enter into a labor peace agreement as contemplated by Exhibit X to the Permit and by the resolution of The Port Authority's Board of Commissioners, entitled "All Airports – Labor Harmony Policy", passed October 18, 2007.

Very truly yours,

PROJECT HORIZON, INC. d/b/a
INMOTION ENTERTAINMENT

By: _____
P. Jeremy Smith, Jr., President

Form F - Privilege, All Facilities
12/4/73

:For Port Authority Use Only :
: ANB- 943 :

AVIATION DEPT.
FILE COPY

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

PRIVILEGE PERMIT

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

1. **FACILITY: Newark Liberty International Airport**
2. **PERMITTEE: Buth-Na-Bodhaige, Inc, d/b/a The Body Shop**, a corporation organized under the laws of the State of Delaware
3. **PERMITTEE'S ADDRESS:** 5036 One World Way, Wake Forest, NC 27587
4. **PERMITTEE'S REPRESENTATIVE**: Rich Fix
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** November 27, 2007
8. **EXPIRATION DATE:** January 31, 2013 or the day preceding the 5th anniversary of the Rent Commencement Date, whichever is later, unless sooner revoked as provided in Section 1 of the following Terms and Conditions.
9. **ENDORSEMENTS: 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 21.1, 28 and SPECIAL, Schedule G, Exhibit X**

Dated: As of November 27, 2007

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) Assistant Dir.

CONSENTED AND AGREED TO
BY CONTINENTAL AIRLINES, INC.
as of November 27, 2007

By _____

(Title) Staff Vice President

BUTH-NA-BODHAIGE, INC
d/b/a The Body Shop

By Kimberly S Mattoon

(Title) VICE President

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

MLG/mmw

TERMS AND CONDITIONS

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

2. The rights granted hereby shall be exercised

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

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

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

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

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

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

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

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

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

6. (a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons, including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any of the operations, acts or omissions of the Permittee hereunder.

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

(c) If so directed, the Permittee shall at its own expense defend any suit based on any claim or demand referred to in the foregoing paragraphs (a) or (b) (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining the prior written consent of the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its governmental nature or the provisions of any statutes respecting the Port Authority.

(d) In the event of any injury or death to any person (other than employees of the Permittee) at the Facility when caused by the Permittee's operations, acts or omissions of the Permittee hereunder, or damage to any property (other than the Permittee's property) at the Facility

when caused by the Permittee's operations, acts or omissions of the Permittee hereunder, the Permittee shall immediately notify the Port Authority and promptly thereafter furnish to the Port Authority copies of all reports given to the Permittee's insurance carrier.

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

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

10. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

11. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

12. As used herein:

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

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

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

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

15. No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

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

17. The Permittee hereby waives its right to trial by jury in any action that may hereafter be instituted by the Port Authority against the Permittee in respect of the permission granted hereunder and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

18. Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Permittee shall continue to perform the privilege permitted hereunder, after the expiration, revocation or termination of the effective period of the permission granted under this Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination and ending on the date that the Permittee shall cease to perform the privilege at the Facility equal to twice the rate payable to the Port Authority by the Permittee under this Permit. Nothing herein contained shall give, or be

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

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

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

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

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anyway connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

4. Effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event that upon conducting an examination

and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

STANDARD ENDORSEMENT NO. 4.1
MERCHANDISE AND/OR SERVICES
All Airports
7/21/49

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

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

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

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

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

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

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

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

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons, including the United States of America, resulting from the Permittee's noncompliance with any of the provisions of this Endorsement, and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

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

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

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

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

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

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

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

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

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

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

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

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

(1) The Permittee in its own name as assured shall secure and pay the premium or premiums for such of the following policies of insurance with respect to which minimum limits are fixed in the schedule below. Each such policy shall be maintained in at least the limit fixed with respect thereto, shall cover the operations of the Permittee under this Permit, and shall be effective throughout the effective period:

SCHEDULE

	Policy	Minimum Limit
(a)	Commercial general liability insurance (to include contractual liability endorsement)	
	(1) Bodily-injury liability:	
	For injury or wrongful death to one person:	$2,000,000.00
	For injury or wrongful death to more than one person in any one occurrence:	$2,000,000.00
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$2,000,000.00
	(3) Products liability:	$2,000,000.00
(b)	Automotive liability insurance:	
	(1) Bodily-injury liability	
	For injury or wrongful death to one person:	$
	For injury or wrongful death to more than one person in any one occurrence:	$
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$
(c)	Plate and mirror glass insurance, covering all plate and mirror glass in the premises, and the lettering, signs, or decorations, if any, on such plate and mirror glass:	$
(d)	Boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$
(e)	"Additional Interest" policy of boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$

(2) The Port Authority shall be named as an additional insured in any policy of liability insurance required by this Endorsement, unless the Port Authority shall, at any time during the effective period of this Permit, direct otherwise in writing, in which case the Permittee shall cause the Port Authority not to be so named.

(3) Every policy of insurance on property other than that of the Permittee required by this Endorsement shall name the Port Authority as the owner of property, unless the Space is located in an area as to which the Port Authority is itself a lessee, in which case the Port Authority shall be named as the lessee and the owner shall be named as the owner, and the policy shall be endorsed substantially as follows:

> "Loss, if any, under this policy, as to the interest of the owner and as to the interest of the Port Authority of New York and New Jersey, shall be adjusted solely with the Port Authority, and all proceeds under this policy shall be paid solely to the Port Authority."

(4) The "Additional Interest" policy of boiler and machinery insurance required by this Endorsement shall provide protection under Sections 1 and 2 only of the Insuring Agreements of the form of policy approved for use as of the date hereof by the National Bureau of Casualty Underwriters, New York, New York.

(5) As to any insurance required by this Endorsement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority within ten (10) days after the execution of this Permit. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving thirty (30) days' written notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, of if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

(6) Each policy of insurance required by this Endorsement shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

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

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

SPECIAL ENDORSMENTS

1. (a) By agreement of lease, dated as of January 11, 1985 bearing Port Authority file No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease") the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of November 27, 2007 hereinafter called the "Sublease"), under which the Permittee has agreed to operate certain consumer services in locations the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate one first-class concession at the Terminal for the purpose of the sale at retail of The Body Shop brand/labeled and other health, beauty, nutritional, well-being, skin products, hair care products and aromatherapy products for the inner and outer body, and such ancillary items as are sold from time to time in a majority of the Permittee's other stores operating in the United States and for no other purpose whatsoever.

(c) The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

(d) The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information)), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this

Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record- keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise

or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Annual Exemption Amount" shall mean the sum of One Million Thirty-three Thousand Three Hundred Thirty-three Dollars and Thirty-three Cents ($1,033,333.33) as the same may be reduced by the operation of the proration provisions hereof and as the same may be adjusted pursuant to the Sublease. The Monthly Exemption Amount shall equal one-twelfth of the Annual Exemption Amount.

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of One Hundred Twenty-four Thousand Dollars and No Cents ($124,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Ten Thousand Three Hundred Thirty-three Dollars and Thirty-three Cents ($10,333.33), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit. If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Enplanements, pursuant to the terms of the Sublease.

(ii) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(iii) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable)) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority an annual percentage rent equivalent to the PA Share of the sum of twelve percent (12%) of all gross receipts of the Permittee in excess of the Monthly Exemption Amount arising during the effective period of permission hereunder.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage(s) stated in paragraph (c) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentages applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentages set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable Monthly Exemption Amount, established for the monthly period, or (B) the applicable percentages set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Annual Exemption Amount, established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable Monthly Exemption Amounts, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Annual Exemption Amount, less the total of all percentage rent payments previously made for such annual period. At any time that the Monthly Exemption Amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated Annual Exemption Amount(s) established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) January 26, 2008

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. The Permittee shall be required to make a minimum initial capital investment (excluding furniture, fixtures and equipment) to ready the Space for initial occupancy and operations in an amount equal to Two Hundred Dollars ($200) per square foot. Nothing herein shall reduce the Permittee's obligations to comply with the Port Authority's Tenant Alteration and Application process and the Airline's design specifications and standards, nor reduce any obligation of the Permittee under the Sublease to maintain, improve or refurbish the Space during the term of the subletting.

5. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

> "Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

> "If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(e) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

> "In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(h) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(i) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

> (ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".
>
> (iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(j) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

(k) Notwithstanding the provisions of Standard Endorsement 21.1 annexed to this Permit, the Port Authority (as well as the Airline and the Manager) shall be named as an additional insured in any policy of liability insurance required by the provisions of this Permit and each such policy of insurance so required shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(l) The policies referred to in Standard Endorsement 21.1 shall provide or contain an endorsement providing that:

> (i) the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority, and
>
> (ii) the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Permittee shall be the same as the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person as if the Port Authority were the named insured thereunder,

but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

(m) Without limiting the generality of the provisions of Standard Endorsement 23.1, the Permittee agrees that notwithstanding the sum stated to be the security deposit to be delivered to the Port Authority upon execution of this Permit, the security amount required hereunder shall at all times during the period of permission be an amount equal to at least three (3) months' Guaranteed Rent in cash or bonds (as described in said Standard Endorsement) or at least twelve (12) months' Guaranteed Rent in the form of a clean irrevocable letter of credit satisfactory to the Port Authority and, accordingly, such amount may change from time to time by notice to the Permittee during such period.

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and

any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

(g) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, not unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(2) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(3) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to an assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of an payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. (a) Upon the execution of this Agreement by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of the Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority, and payable in the Port of New York District in the amount of Thirty Thousand Dollars and No Cents ($30,000.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it

shall continue throughout the effective period of the permission granted under the Permit, as extended hereby, and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is an appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless the letter of credit is replaced by another letter of credit satisfactory to the Port Authority by a date not later than twenty (20) days prior to the effective date of cancellation, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security. Failure to provide such a letter of credit at any time during the effective period of the permission granted under the Permit, as extended hereby, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit, shall be deemed to be a breach of the Permit on the part of the Permittee. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee, upon demand by the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to be a waiver of any default by the Permittee under the terms of the Permit, and all remedies under the Permit and of the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit.

(b) For the purposes of this paragraph, the Permittee hereby certifies that its federal tax identification number is (Ex. 1).

(c) The Permittee acknowledges and agrees that the Port Authority reserves the right, in its sole discretion at any time and from time to time upon fifteen (15) days' notice to the Permittee, to adjust the amount of the letter of credit as set forth above in subparagraph (a). Not later than the effective date set forth in said notice by the Port Authority the Permittee shall furnish an amendment to, or a replacement of, the letter of credit providing for such adjusted amount of the letter of credit, and such adjusted (or replaced) letter of credit shall thereafter constitute the letter of credit required under this paragraph.

13. This Permit is subject to the requirements of the United States Department of Transportation's regulations, 49 CFR Part 23. The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement or any management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23. The Permittee agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreement. Further, the Permittee agrees to comply with the terms and provisions of Schedule G, attached hereto and hereto made a part hereof.

14. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under this Permit, the Permittee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Permittee recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Permittee shall immediately give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all impending or existing labor-related disruptions and the progress thereof.

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Permittee at the Terminal, or against its operations thereat pursuant to this Permit, which in the opinion of the Port Authority (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(b) Labor peace agreement. The Permittee represents that, prior to or upon entering into this Permit, it has delivered to the Port Authority evidence of a signed labor peace agreement, in the form attached hereto as Exhibit X or, in the event Exhibit X is inapplicable, then a signed officer's certification to such effect in the required form provided by the Port Authority.

(c) Employee Retention. If the Permittee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Space (the "Predecessor Concession"), the Permittee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Permittee at the Space. The foregoing requirement shall be subject to the Permittee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Permittee shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space. The Port Authority shall have the right to demand from the Permittee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision. In the event the Permittee fails to comply with this provision, the Port Authority have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(d) Applicability of Provision. The provisions of this section shall apply to concession operators which employ ten (10) or more persons at the Space.

For the Port Authority

Initialed:

For the Permittee

For the Airline

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

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

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

Qualification as an ACDBE

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

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

part 23 is $750,000.

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

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

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

Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP directories but which the

Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee or sublessee, the term Concessionaire shall mean the Lessee or Sublessee herein, as the case may be.

Initialed:

For the Port Authority

For the Permittee

For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

BUTH-NA-BODHAIGE, INC. (the "Company") has complied with board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:	FOR THE UNION:
BUTH-NA-BODHAIGE, INC.	[Insert Name of Labor Organization]
BY: Kimberly S Mattson	BY:_____
DATE:_____	DATE:_____

Initialed:

OAC
For the Port Authority

WSM
For the Permittee

TE
For the Airline

THE BODY SHOP®

5036 One World Way
Wake Forest, North Carolina 27587
Telephone: (919) 554-4900
www.thebodyshop.com

Kim Mattoon
Vice President Finance, Real Estate, and IT
Tel: (919) 554-4900 x8498
Fax: (919) 554-4361

March 31, 2009

The Port Authority of New York and New Jersey
225 Park Avenue South
New York, New York 10003

Attn: Director of Aviation

To Whom It May Concern:

Reference is made to a permit ("Permit"), dated November 27, 2007 between the Port Authority of New York and New Jersey ("Port Authority") and this company ("Permittee") for concession space at Terminal C at Newark Liberty International Airport. This letter is being provided in connection with the Permit and is accurate as of the date of the Permittee's execution of the Permit.

The undersigned is an officer of the Permittee and certifies to the Port Authority under penalty of perjury as follows: The Permittee in its operation in Terminal C at the Newark Liberty International Airport will employee fewer than ten (10) full and part time employees. Accordingly, the Permittee has not, and is not obligated to enter into a labor peace agreement as contemplated by Exhibit X to the Permit and by the resolution of the Port Authority's Board of Commissioners, entitle "All Airports – Labor Harmony Policy" passed October 18, 2007.

Sincerely,

Kimberly S Mattoon

Kimberly S. Mattoon
Vice President

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Form F - Privilege. All Facilities

:For Port Authority Use Only :
: ANB-577 :

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

PRIVILEGE PERMIT

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

1. **FACILITY: Newark Liberty International Airport**
2. **PERMITTEE:** SSP AMERICA, INC. f/k/a Creative Host Services, Inc., d/b/a/ Café Ritazza, a corporation organized under the laws of the State of California
3. **PERMITTEE'S ADDRESS:** 19465 Deerfield Avenue
   Suite 105
   Lansdowne, VA 20176
4. **PERMITTEE'S REPRESENTATIVE:** Mr. Les Cappetta
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** As of January 26, 2005
8. **EXPIRATION DATE:** April 30, 2011, or the sixth anniversary of the Rent Commencement Date, whichever is later, unless sooner revoked as provided in Section 1 of the following Terms and Conditions.
9. **ENDORSEMENTS: 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 21.1, 28 and SPECIAL**

Dated: As of January 26, 2005

Consented and Agreed to by
CONTINENTAL AIRLINES, INC.
as of January 26, 2005

By Pete Gebo

(Title) VICE President
CORPORATE REAL ESTATE

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By Ronald DeRose
Ronald DeRose
(Title) Asst Director CCAS

SSP AMERICA, INC.
f/k/a Creative Host Services, Inc.
Permittee

By Les Cappetta

(Title) President

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:
3/3	

OAC

MG/dmt

TERMS AND CONDITIONS

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

2. The rights granted hereby shall be exercised

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

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

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

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

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

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

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

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

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

Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

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

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

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

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

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

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

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

16. Neither the Commissioners of the Port Authority nor any officer, agent or employee thereof, shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

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

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

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

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

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anywise connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

(4) Effective from and after October 13, 2005, and continuing during the effective period of permissions granted under the Permit, in the event that upon conducting an examination and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port

Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2), (3) and (4) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

STANDARD ENDORSEMENT NO. 4.1
MERCHANDISE AND/OR SERVICES
All Airports
7/21/49

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

STANDARD ENDORSEMENT NO. 6.1
All Installations
3/28/49

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority/s rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefore at the Airport;

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

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

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

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

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

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

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons including the United States of America resulting from the Permittee's noncompliance with any of the provisions of this Endorsement and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

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

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

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

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

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

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

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

STANDARD ENDORSEMENT NO. 16.1
RULES & REGULATIONS COMPLIANCE
Airports
06/29/62

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom; and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

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

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

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

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

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

STANDARD ENDORSEMENT NO. 19.3
PARTICULAR FACILITY
Newark International Airport
03/15/74

(1) The Permittee in its own name as assured shall secure and pay the premium or premiums for such of the following policies of insurance with respect to which minimum limits are fixed in the schedule below. Each such policy shall be maintained in at least the limit fixed with respect thereto, shall cover the operations of the Permittee under this Permit, and shall be effective throughout the effective period:

SCHEDULE

	Policy	Minimum Limit
(a)	Commercial general liability insurance (to include contractual liability endorsement)	
	(1) Bodily-injury liability:	
	For injury or wrongful death to one person:	$2,000,000.00
	For injury or wrongful death to more than one person in any one occurrence:	$2,000,000.00
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$2,000,000.00
	(3) Products liability:	$ 2,000,000.00
(b)	Automotive liability insurance:	
	(1) Bodily-injury liability	
	For injury or wrongful death to one person:	$
	For injury or wrongful death to more than one person in any one occurrence:	$
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$
(c)	Plate and mirror glass insurance, covering all plate and mirror glass in the premises, and the lettering, signs, or decorations, if any, on such plate and mirror glass:	$
(d)	Boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$
(e)	"Additional Interest" policy of boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$

(2) The Port Authority shall be named as an additional insured in any policy of liability insurance required by this Endorsement, unless the Port Authority shall, at any time during the effective period of this Permit, direct otherwise in writing, in which case the Permittee shall cause the Port Authority not to be so named.

(3) Every policy of insurance on property other than that of the Permittee required by this Endorsement shall name the Port Authority as the owner of property, unless the Space is located in an area as to which the Port Authority is itself a lessee, in which case the Port Authority shall be named as the lessee and the owner shall be named as the owner, and the policy shall be endorsed substantially as follows:

> "Loss, if any, under this policy, as to the interest of the owner and as to the interest of the Port Authority of New York and New Jersey, shall be adjusted solely with the Port Authority, and all proceeds under this policy shall be paid solely to the Port Authority."

(4) The "Additional Interest" policy of boiler and machinery insurance required by this Endorsement shall provide protection under Sections 1 and 2 only of the Insuring Agreements of the form of policy approved for use as of the date hereof by the National Bureau of Casualty Underwriters, New York, New York.

(5) As to any insurance required by this Endorsement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority within ten (10) days after the execution of this Permit. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving ten (10) days' written notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, of if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

(6) Each policy of insurance required by this Endorsement shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

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

The Permittee shall not do or permit to be done any act which

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

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

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

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

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

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

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

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

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

SPECIAL ENDORSEMENTS

1. (a) By agreement of lease, dated as of January 11, 1985 bearing Port Authority file No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease") the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of January 26, 2005 (hereinafter called the "Sublease"), under which the Permittee has agreed to operate certain consumer services in locations the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate at the Terminal a first-class deli-style food and beverage concession facility offering for the sale at retail of a variety of (i) fresh pre-made deli-style sandwiches and freshly toasted pannini sandwiches, assorted pre-made salads; (ii) Krispy Kreme

donuts and freshly made assorted ciabatta breakfast rolls during the early morning hours; and (iii) assorted coffees, teas, juices and other non-alcoholic beverages, and for no other purpose whatsoever.

The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information)), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special

Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being

operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record- keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Percentage Rent" shall mean fifteen percent (15%).

(vi) "PA Share" shall mean Twenty percent (20%)

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of One Hundred Twenty Thousand Dollars and No Cents ($120,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Ten Thousand Dollars and No Cents ($10,000.00), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit. If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect

during the previous annual period multiplied by the Percentage Change In Enplanements, pursuant to the terms of the Sublease.

(ii) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(iii) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, storage premises rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable)) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority an annual percentage rent equivalent to the PA Share of 15% of all gross receipts which are in excess of Eight Hundred Thousand Dollars and No Cents ($800,000.00).

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations

hereunder in the preceding month, and specifying the percentage stated in paragraph (c) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentage applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentage set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable Guaranteed Rent, established for the monthly period, or (B) the applicable percentage set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Guaranteed Rent, established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable Guaranteed Rent, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Guaranteed Rent, less the total of all percentage rent payments previously made for such annual period. At any time that the Guaranteed Rent is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand.

In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all

percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated Guaranteed Rent established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority the PA Share of all rent payable under this Permit and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) 60 days following delivery of the Space to the Permittee or

(c) April 29, 2005,

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. The Permittee shall be required to make a minimum initial capital investment (excluding furniture, fixtures and equipment) to ready the Space for initial occupancy and operations in an amount equal to Two Hundred Dollars ($200) per square foot. Nothing herein shall reduce the Permittee's obligations to comply with the Port Authority's Tenant Alteration and Application process and the Airline's design specifications and standards, nor reduce any obligation of the Permittee under the Sublease to maintain, improve or refurbish the Space during the term of the subletting.

SPECIAL ENDORSEMENTS

5. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

> "Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Further, effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation, cancellation, re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same). Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

SPECIAL ENDORSEMENTS

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

> "If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(e) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) The following clause shall be deemed to have been added to the first sentence of Section 8: "or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier."

(h) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

> "In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(i) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours

requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(j) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

(ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".

(iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(k) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

(l) Notwithstanding the provisions of Standard Endorsement 21.1 annexed to this Permit, the Port Authority (as well as the Airline and the Manager) shall be named as an additional insured in any policy of liability insurance required by the provisions of this Permit and each such policy of insurance so required shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(m) The policies referred to in Standard Endorsement 21.1 shall provide or contain an endorsement providing that:

(i) the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority, and

(ii) the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Permittee shall be the same as the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person as if the Port Authority were the named insured thereunder,

but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

(n) Without limiting the generality of the provisions of Standard Endorsement 23.1, the Permittee agrees that notwithstanding the sum stated to be the security deposit to be delivered to the Port Authority upon execution of this Permit, the security amount required hereunder shall at all times during the period of permission be an amount equal to at least three (3) months' Guaranteed Rent in cash or bonds (as described in said Standard Endorsement) or at least twelve (12) months' Guaranteed Rent in the form of a clean irrevocable letter of credit satisfactory to the Port Authority and, accordingly, such amount may change from time to time by notice to the Permittee during such period.

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or

privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) (i) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

SPECIAL ENDORSEMENTS

(ii) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, not unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(2) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(3) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to an assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the

Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of any payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority, and payable in the Port of New York District in the amount of Thirty Thousand Dollars and No Cents ($30,000.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of

the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security hereunder. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made in accordance with the provisions of this Permit. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to constitute a waiver of any default by the Permittee under the terms of this Permit and all remedies of the Port Authority consequent upon such default shall not be affected by the existence of any recourse to any such letter of credit.

(b) The Permittee hereby certifies that its Federal Tax Identification Number is
(Ex. 1) for the purposes of this Special Endorsement.

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

13. The Permittee shall provide and maintain a full force and effect throughout the effective period of the permission granted under this Permit a contract of absolute and

unconditional guaranty of the due and punctual payment of the fees and other monetary obligations under the Sublease to be paid by the Permittee hereunder and of the full, faithful and prompt performance, observance and fulfillment on the part of the Permittee of all the terms, covenant and conditions of the Sublease to be kept, observed, performed and fulfilled. Such contract of Guaranty shall be in the form annexed to this Permit as Exhibit A, shall be executed by Compass Group USA Investments LLP, a limited liability partnership organized under the laws of the State of Delaware, with an office and place of business at 2400 Yorkmont Raod, Charlotte, NC 28217, in favor of the Port Authority and the Airline and shall constitute part of the security deposit of the Permittee. Compass Group USA Investments LLP expressly agrees that with regard to its Guaranty the term "Sublease" shall be deemed also to include this Permit and accordingly, such contract of Guaranty shall be deemed to include a guaranty of the payment and performance obligations of the Permittee under the Sublease as well as the payment and performance obligations of the Permittee under this Permit.

For the Port Authority

Initialed:

For the Permittee

For the Airline

For the Guarantor

Exhibit A

[Form of Guaranty to be attached]

LIMITED LIABILITY PARTNERSHIP

GUARANTY

THIS GUARANTY ("Guaranty") is made effective as of the 26th day of January, 2005, by **COMPASS GROUP USA INVESTMENTS LLP**, a Delaware limited liability partnership ("Guarantor"), to and for the benefit of **CONTINENTAL AIRLINES, INC.**, ("Landlord") and **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("Authority").

WITNESSETH:

WHEREAS, Landlord and Creative Host Services, Inc. ("Tenant") have entered into that certain sublease dated January 26, 2005 ("Sublease"), for the Premises located in Terminal C of Newark Liberty International Airport more commonly referred to as Space No. B67, as more fully described in the Sublease;

WHEREAS, Guarantor will derive financial benefits from Tenant's use and occupancy of the Premises;

WHEREAS, it is a condition precedent to all of the obligations of Landlord pursuant to the Sublease, that Guarantor shall have executed and delivered this Guaranty.

NOW, THEREFORE, in consideration of and as an inducement to the execution of the Sublease by Landlord, and in consideration of the above recitals and other good and valuable consideration paid by Landlord to Guarantor and intending to be legally bound hereby, Guarantor does hereby covenant and agree as follows:

1. Guarantor hereby absolutely, unconditionally and irrevocably guarantees to Landlord and the Authority that Guarantor is and shall be directly and jointly and severally liable to Landlord and the Authority, for the full and prompt payment of all rents, additional rents and any and all other charges payable by Tenant under the Sublease, when due, whether by acceleration or otherwise, and the full, faithful and prompt performance and observance of all the covenants, terms, conditions and agreements of the Sublease to be performed and observed by Tenant, and Guarantor does hereby become surety to Landlord and the Authority, and their respective successors and assigns, for and with respect to all of Tenant's obligations under this Sublease.

2. Guarantor does hereby covenant and agree to and with Landlord and the Authority, that if default shall at any time be made by Tenant, in the payment of any such rents or other sums or charges payable by Tenant under the Sublease or in the performance of any of the covenants, terms, conditions or agreements contained in the Sublease, Guarantor will forthwith pay such rent or other sums or charges to Landlord, and any arrears thereof (including, without limitation, any and all interest or additional charges as provided in the Sublease), and will forthwith faithfully perform and fulfill all of such covenants, terms, conditions and agreements, and will forthwith pay to Landlord and the Authority all damages and all costs and expenses that may arise under the terms of the Sublease in consequence of any default by Tenant (including, without limitation, all attorneys' fees and any and all expenses incurred by Landlord or the Authority or caused by any such default and/or by the enforcement of this Guaranty).

3. This Guaranty is an absolute and unconditional guaranty of payment and of performance and is a surety agreement. Guarantor's liability hereunder is direct and may be enforced immediately without Landlord or the Authority being required to resort to any other right, remedy

or security and this Guaranty shall be enforceable immediately against Guarantor, without the necessity for any suit or proceedings on Landlord's part of any kind or nature whatsoever against Tenant, and without the necessity of any notice of non-payment, non-performance or non-observance or the continuance of any such default or of any notice of acceptance of this Guaranty or of Landlord's or the Authority's intention to act in reliance herein or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no manner be terminated, affected, or impaired by reason of the assertion or the failure to assert by Landlord or the Authority against Tenant, or of any of the rights or remedies reserved to Landlord or the Authority pursuant to the provisions of the Sublease.

4. This Guaranty shall be a continuing Guaranty, and (whether or not Guarantor shall have notice or knowledge of any of the following) the liability and obligation of Guarantor hereunder shall be absolute and unconditional irrespective of: (i) any amendment or modification of, or supplement to, or extension or renewal of the Sublease or any assignment or transfer thereof or sublease of the Premises; (ii) any exercise or non-exercise of any right, power, remedy or privilege under or in respect of the Sublease or this Guaranty or any waiver, consent or approval by Landlord or the Authority with respect to any of the covenants, terms, conditions or agreements contained in the Sublease or any indulgences, forbearances or extensions of time for performance or observance allowed to Tenant from time to time, at any time and for any length of time; (iii) any lack of validity or enforceability of the Sublease or any other agreement or instrument relating thereto; (iv) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition or liquidation or similar proceedings relating to Tenant, or its properties or creditors; (v) any impairment, modification, change, release or limitation of liability or obligation of Tenant under the Sublease (including, but not limited to, any disaffirmance or abandonment by a trustee of Tenant), resulting from the operation of any present or future provision of the United States Bankruptcy Code, as amended, or any other similar federal or state statute, or from the decisions of any court; (vi) any other circumstances which might otherwise constitute a defense available to, or a discharge of, the Tenant in respect of the Sublease or the Guarantor in respect of this Guaranty. This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any rents, additional rents and any and all other charges by Tenant, under the Sublease, or performance and observance of any and all of the covenants, terms, conditions and agreements of the Sublease to be performed and observed by Tenant, under the Sublease are rescinded, cancelled or otherwise must be returned by Landlord upon the insolvency, bankruptcy or reorganization of the Tenant, all as though such payment had not been made and/or performance and observance had not occurred.

5. All of Landlord's and the Authority's rights and remedies under the Sublease and under this Guaranty are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others. No termination of the Sublease or taking or recovering of the premises demised thereby shall deprive Landlord or the Authority of any of its rights and remedies against Guarantor under this Guaranty. This Guaranty shall apply to Tenant's obligations thereunder during the original term thereof in accordance with the original provisions thereof.

6. Guarantor represents and warrants to Landlord that (a) it is a duly created limited liability partnership, validly existing and in good standing under the laws of State of Delaware; (b) that the execution and delivery of this Guaranty has been duly authorized by the partners of Guarantor; (c) the making of this Guaranty does not require any vote or consent of partners of

Guarantor; and (d) that the persons executing this Guaranty has been duly authorized to execute the same by the unanimous written consent of the partners of the Guarantor.

7. As a further inducement to Landlord to make and enter into the Sublease and perform its obligations thereunder, and in consideration thereof, Guarantor covenants and agrees that in any action or proceeding brought on, under or by virtue of this Guaranty, Guarantor shall and does hereby waive trial by jury. Guarantor agrees to pay Landlord's and the Authority's reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempted collection or in any negotiations relative to the obligations hereby guaranteed or in enforcing this Guaranty against the undersigned, individually, jointly and severally.

8. This Guaranty shall be legally binding upon Guarantor, its successors and assigns and shall inure to the benefit of Landlord and the Authority, and their respective successors and assigns. The word "Tenant" is used herein to include each and every of the persons named above as Tenant, be the same one or more, as well as their permitted heirs, personal representatives, successors and assigns.

9. This Guaranty shall be governed by, and construed in accordance with, the laws of the State of New Jersey.

IN WITNESS WHEREOF, Guarantor, intending to be legally bound hereby, has caused this Guaranty to be executed and delivered by its officer thereunto duly authorized as of the date first written above.

COMPASS GROUP USA INVESTMENTS LLP,
a Delaware limited liability partnership

By: _____
Authorized Signatory

By: _____
Authorized Signatory

Address: _____

_____

_____

Telephone: _____

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 2005, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ known to me to be the _____ and _____ known to me to be the _____, of _____, the limited liability partnership that executed the within Instrument, known to me to be persons who executed the within Instrument, on behalf of the limited liability partnership herein named, and acknowledged to me that such limited liability partnership executed the within Instrument pursuant to its by-laws or a unanimous written consent of the partners.

WITNESS my hand and official seal the day and year in this certificate first above written.

_____
Notary Public in and for said County and State

(SEAL)

My Commission Expires _____

Form F - Privilege, All Facilities
12/4/73

:For Port Authority Use Only :
:
: ANB-554 :

AVIATION DEPT
FILE COPY

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

PRIVILEGE PERMIT

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

1. **FACILITY: Newark Liberty International Airport**
2. **PERMITTEE: CA ONE SERVICES, INC.**, d/b/a Jake's Coffee House, a corporation incorporated under the laws of the State of Delaware.
3. **PERMITTEE'S ADDRESS:** 40 Fountain :Plaza
   Buffalo, New York 14202
4. **PERMITTEE'S REPRESENTATIVE:** Mr. Nicholas Liberto
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** as of March 2, 2005
8. **EXPIRATION DATE:** May 31, 2012 or the 7th anniversary of the Rent Commencement Date, whichever is the latest to occur, unless sooner revoked as provided in Section 1 of the following Terms and Conditions.
9. **ENDORSEMENTS: 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 21.1, 22, 23.1 28, SPECIAL**

Dated: As of March 2, 2005

CONSENTED AND AGREED TO
BY CONTINENTAL AIRLINES, INC.
as of March 2, 2005

By _____

(Title) ~~Holden Shannon~~ President
Senior Vice President
Global Real Estate
and Security

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By _____

(Title) Assistant Director

CA ONE SERVICES, INC.
Permittee

By _____
Nicholas Beillo

(Title) President

APPROVED:
FORM | TERMS

TERMS AND CONDITIONS

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

2. The rights granted hereby shall be exercised

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

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

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

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

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

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

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

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

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

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

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

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

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

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

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail-addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

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

16. Neither the Commissioners of the Port Authority nor any officer, agent or employee thereof, shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

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

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

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

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

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anywise connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

STANDARD ENDORSEMENT NO. 4.1
MERCHANDISE AND/OR SERVICES
All Airports
7/21/49

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority/s rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefore at the Airport;

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

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

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

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

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

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

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons including the United States of America resulting from the Permittee's noncompliance with any of the provisions of this Endorsement and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

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

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

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

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

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

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

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

STANDARD ENDORSEMENT NO. 16.1
RULES & REGULATIONS COMPLIANCE
Airports
06/29/62

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

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

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

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

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

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

(1) The Permittee in its own name as assured shall secure and pay the premium or premiums for such of the following policies of insurance with respect to which minimum limits are fixed in the schedule below. Each such policy shall be maintained in at least the limit fixed with respect thereto, shall cover the operations of the Permittee under this Permit, and shall be effective throughout the effective period:

SCHEDULE

	Policy	Minimum Limit
(a)	Commercial general liability insurance (to include contractual liability endorsement)	
	(1) Bodily-injury liability:	
	For injury or wrongful death to one person:	$2,000,000.00
	For injury or wrongful death to more than one person in any one occurrence:	$2,000,000.00
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$2,000,000.00
	(3) Products liability:	$ 2,000,000.00
(b)	Automotive liability insurance:	
	(1) Bodily-injury liability	
	For injury or wrongful death to one person:	$
	For injury or wrongful death to more than one person in any one occurrence:	$
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$
(c)	Plate and mirror glass insurance, covering all plate and mirror glass in the premises, and the lettering, signs, or decorations, if any, on such plate and mirror glass:	$
(d)	Boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$
(e)	"Additional Interest" policy of boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$

(2) The Port Authority shall be named as an additional insured in any policy of liability insurance required by this Endorsement, unless the Port Authority shall, at any time during the effective period of this Permit, direct otherwise in writing, in which case the Permittee shall cause the Port Authority not to be so named.

(3) Every policy of insurance on property other than that of the Permittee required by this Endorsement shall name the Port Authority as the owner of property, unless the Space is located in an area as to which the Port Authority is itself a lessee, in which case the Port Authority shall be named as the lessee and the owner shall be named as the owner, and the policy shall be endorsed substantially as follows:

> "Loss, if any, under this policy, as to the interest of the owner and as to the interest of the Port Authority of New York and New Jersey, shall be adjusted solely with the Port Authority, and all proceeds under this policy shall be paid solely to the Port Authority."

(4) The "Additional Interest" policy of boiler and machinery insurance required by this Endorsement shall provide protection under Sections 1 and 2 only of the Insuring Agreements of the form of policy approved for use as of the date hereof by the National Bureau of Casualty Underwriters, New York, New York.

(5) As to any insurance required by this Endorsement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority within ten (10) days after the execution of this Permit. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving ten (10) days' written notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, of if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

(6) Each policy of insurance required by this Endorsement shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

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

The Permittee shall not do or permit to be done any act which

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

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

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

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

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

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

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

(a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deposit with the Port Authority (and shall keep deposited throughout the effective period of the permission under this Permit) the sum of Fifteen Thousand Dollars and No Cents ($15,000.00)
either in cash, or bonds of the United States of America, or of the State of New Jersey, or of the State of New York, or of the Port Authority of New York and New Jersey, having a market value of that amount, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed. Bonds qualifying for deposit hereunder shall be in bearer form but if bonds of that issue were offered only in registered form, then the Permittee may deposit such bonds or bonds in registered form, provided, however, that the Port Authority shall be under no obligation to accept such deposit of a bond in registered form unless such bond has been re-registered in the name of the Port Authority (the expense of such re-registration to be borne by the Permittee) in a manner satisfactory to the Port Authority. The Permittee may request the Port Authority to accept a registered bond in the Permittee's name and if acceptable to the Port Authority the Permittee shall deposit such bond together with an irrevocable bond power (and such other instruments or other documents as the Port Authority may require) in form and substance satisfactory to the Port Authority. In the event the deposit is returned to the Permittee any expenses incurred by the Port Authority in re-registering a bond to the name of the Permittee shall be borne by the Permittee. In addition to any and all other remedies available to it, the Port Authority shall have the right, at its option, at any time and from time to time, with or without notice, to use the deposit or any part thereof in whole or partial satisfaction of any of its claims or demands against the Permittee. There shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of the deposit itself shall cure any default or breach of this Agreement on the part of the Permittee. With respect to any bonds deposited by the Permittee, the Port Authority shall have the right, in order to satisfy any of its claims or demands against the Permittee, to sell the same in whole or in part, at any time, and from time to time, with or without prior notice at public or private sale, all as determined by the Port Authority, together with the right to purchase the same at such sale free of all claims, equities or rights of redemption of the Permittee. The Permittee hereby waives all right to participate therein and all right to prior notice or demand of the amount or amounts of the claims or demands of the Port Authority against the Permittee. The proceeds of every such sale shall be applied by the Port Authority first to the costs and expenses of the sale (including but not limited to advertising or commission expenses) and then to the amounts due the Port Authority from the Permittee. Any balance remaining shall be retained in cash toward bringing the deposit to the sum specified above. In the event that the Port Authority shall at any time or times so use the deposit, or any part thereof, or if bonds shall have been deposited and the market value thereof shall have declined below the above-mentioned amount, the Permittee shall,

on demand of the Port Authority and within two (2) days thereafter, deposit with the Port Authority additional cash or bonds so as to maintain the deposit at all times to the full amount above stated, and such additional deposits shall be subject to all the conditions of this Standard Endorsement. After the expiration or earlier revocation or termination of the effective period of the permission under this Permit, and upon condition that the Permittee shall then be in no wise in default under any part of this Permit, and upon written request therefor by the Permittee, the Port Authority will return the deposit to the Permittee less the amount of any and all unpaid claims and demands (including estimated damages) of the Port Authority by reason of any default or breach by the Permittee of this Permit or any part thereof. The Permittee agrees that it will not assign or encumber the deposit. The Permittee may collect or receive any interest or income earned on bonds and interest paid on cash deposited in interest-bearing bank accounts, less any part thereof or amount which the Port Authority is or may hereafter be entitled or authorized by law to retain or to charge in connection therewith, whether as or in lieu of an administrative expense, or custodial charge, or otherwise; provided, however, that the Port Authority shall not be obligated by this provision to place or to keep cash deposited hereunder in interest-bearing bank accounts.

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

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

SPECIAL ENDORSEMENTS

1. (a) By agreement of lease, dated as of January 11, 1985 bearing Port Authority file No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease") the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of March 2nd, 2005 (hereinafter called the "Sublease"), under which the Permittee has agreed to operate certain consumer services in locations the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate at the Terminal a first-class food and beverage concession facility offering the primary sale of the following various food items and non-alcoholic beverages: a vast selection of hot and cold regular and gourmet coffees, teas, cocoa, steamed milk and other non-alcoholic beverages, as well as sandwiches, wraps and pastries,

ground bulk and packaged gourmet coffee beans and teas, coffee related accessories such as tumblers mugs, and canisters; such other food and beverage items as shall be approved in advance in writing by the Airline; and for no other purpose whatsoever.

The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information)), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum of Ninety Thousand Dollars and No Cents ($90,000.00) per annum, payable as set forth in paragraph (b) of this Special

Endorsement, as the same may be adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned

by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record- keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition.of gross receipts set forth in this Permit shall control.

(v) "Annual Exemption Amount" shall mean the sum of Six Hundred Thousand Dollars and No Cents ($600,000.00) as the same may be reduced by the operation of the proration provisions hereof and as the same may be adjusted pursuant to the Sublease. The monthly Exemption Amount shall equal one-twelfth of the Annual Exemption Amount.

(vi) "PA Share" shall mean Twenty percent (20%).

(b) (i) The Permittee shall pay to the Port Authority the PA Share of the Guaranteed Rent of Ninety Thousand Dollars and No Cents ($90,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Seven Thousand Five Hundred Dollars and No Cents ($7,500.00), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit. If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the PA Share of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the

amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Enplanements, pursuant to the terms of the Sublease.

(ii) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable PA Share of the Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of the PA Share of the Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(iii) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, storage premises rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable)) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the PA Share of the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority an annual percentage rent equivalent to the PA Share of 15% of all gross receipts of the Permittee which are in excess of the Annual Exemption Amount arising during the effective period of permission hereunder.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations

hereunder in the preceding month, and specifying the percentage stated in paragraph (c) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentage applicable thereto. Whenever any monthly statement shall show that (A) the percentage set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable Monthly Exemption Amount, or (B) the percentage set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Annual Exemption Amount, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the Monthly Exemption Amount, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the Annual Exemption Amount, less the total of all percentage rent payments previously made for such annual period. At any time that the Monthly Exemption Amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand.

In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of the PS Share of the Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls

shall be equal to the PA Share of the excess, over the prorated Annual Exemption Amount established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentage stated in paragraph (c) of this Special Endorsement, such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority the PA Share of all rent payable under this Permit and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder is measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) ninety (90) days following delivery of the Space to the Permittee or

(c) June 1, 2005,

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. The Permittee shall be required to make a minimum initial capital investment (excluding furniture, fixtures and equipment) to ready the Space for initial occupancy and operations in an amount equal to Two Hundred Dollars ($200) per square foot. Nothing herein shall reduce the Permittee's obligations to comply with the Port Authority's Tenant Alteration and Application process and the Airline's design specifications and standards, nor reduce any obligation of the Permittee under the Sublease to maintain, improve or refurbish the Space during the term of the subletting.

5. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

SPECIAL ENDORSEMENTS

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

> "Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

> "If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(e) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

SPECIAL ENDORSEMENTS

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) The following clause shall be deemed to have been added to the first sentence of Section 8: "or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier."

(h) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

> "In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(i) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(j) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

(ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".

(iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

SPECIAL ENDORSEMENTS

(k) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

(l) Notwithstanding the provisions of Standard Endorsement 21.1 annexed to this Permit, the Port Authority (as well as the Airline and the Manager) shall be named as an additional insured in any policy of liability insurance required by the provisions of this Permit and each such policy of insurance so required shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(m) The policies referred to in Standard Endorsement 21.1 shall provide or contain an endorsement providing that:

(i) the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority, and

(ii) the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Permittee shall be the same as the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person as if the Port Authority were the named insured thereunder,

but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

(n) Without limiting the generality of the provisions of Standard Endorsement 23.1, the Permittee agrees that notwithstanding the sum stated to be the security deposit to be delivered to the Port Authority upon execution of this Permit, the security amount required hereunder shall at all times during the period of permission be an amount equal to at least three (3) months' Guaranteed Rent in cash or bonds (as described in said Standard Endorsement) or at least twelve (12) months' Guaranteed Rent in the form of a clean irrevocable letter of credit satisfactory to the Port Authority and, accordingly, such amount may change from time to time by notice to the Permittee during such period.

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

SPECIAL ENDORSEMENTS

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but

not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) (i) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(ii) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) Notwithstanding anything to the contrary stated in Sections 6.04 and 12.01 (c) of the Sublease, there shall be no abatement of the PA Share of rent payable under this Permit or the Sublease under the circumstances described in Sections 6.04 or 12.01 (c).

(2) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, not unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(3) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(4) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to an assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of any payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

SPECIAL ENDORSEMENTS

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. (a) The Permittee hereby certifies that its Federal Tax Identification Number is
(Ex. 1) for the purposes of Standard Endorsement No. 23.1.

(b) The Permittee acknowledges and agrees that the Port Authority reserves the right, at its sole discretion, to adjust at any time and from time to time upon fifteen (15) days notice to the Permittee, the security deposit amount as set forth in paragraph (a) of Standard Endorsement No. 23.1. Not later than the effective date set forth in said notice the Permittee shall deposit with the Port Authority the new security deposit amount as set forth in said notice which new amount shall thereafter constitute the security deposit subject to said Standard Endorsement No. 23.1.

For the Port Authority

Initialed:

For the Permittee

For the Airline

Form F - Privilege, All Facilities
12/4/73

:For Port Authority Use Only :
: :
: ANB-378 :

AVIATION DEPT.
FILE COPY

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

PRIVILEGE PERMIT

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

1. **FACILITY: Newark Liberty International Airport**
2. **PERMITTEE:** ANTON AIRFOOD, INC., a corporation incorporated under the laws of the State of Delaware, d/b/a Gallagher's Restaurant
3. **PERMITTEE'S ADDRESS:** Ronald Reagan Washington National Airport
   Hangar 11
   Washington, D.C. 20001
4. **PERMITTEE'S REPRESENTATIVE:** Mr. William Anton
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** as of July 30, 2002
8. **EXPIRATION DATE:** The later of January 31, 2013 or the 10th anniversary of the Rent Commencement Date as defined in the Permit, unless sooner revoked as provided in Section 1 of the following Terms and Conditions
9. **ENDORSEMENTS: 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 21.1, 22, 23.1, 28, SPECIAL**

Dated: As of July 30, 2002

APPROVED:
FORM | TERMS

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____
Asst. Dir., CCAD Aviation Dept
(Title) _____

CONSENTED AND AGREED TO
BY CONTINENTAL AIRLINES, INC.
as of July 30, 2002

By _____
Holden Shannon
Vice President
(Title) Corporate Real Estate & Environmental Affairs President

ANTON AIRFOOD, INC.
Permittee

By _____
Patricia Anton
(Title) President

TERMS AND CONDITIONS

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

2. The rights granted hereby shall be exercised

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

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

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

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

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

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

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

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

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

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

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

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

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

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

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail-addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

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

16. Neither the Commissioners of the Port Authority nor any officer, agent or employee thereof, shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

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

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

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

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

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anywise connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

STANDARD ENDORSEMENT NO. 4.1
MERCHANDISE AND/OR SERVICES
All Airports
7/21/49

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority/s rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefore at the Airport;

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

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

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

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

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

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

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons including the United States of America resulting from the Permittee's noncompliance with any of the provisions of this Endorsement and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

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

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

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

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

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

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

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

STANDARD ENDORSEMENT NO. 16.1
RULES & REGULATIONS COMPLIANCE
Airports
06/29/62

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

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

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

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

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

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

(1) The Permittee in its own name as assured shall secure and pay the premium or premiums for such of the following policies of insurance with respect to which minimum limits are fixed in the schedule below. Each such policy shall be maintained in at least the limit fixed with respect thereto, shall cover the operations of the Permittee under this Permit, and shall be effective throughout the effective period:

SCHEDULE

	Policy	Minimum Limit
(a)	Commercial general liability insurance (to include contractual liability endorsement)	
	(1) Bodily-injury liability:	
	For injury or wrongful death to one person:	$5,000,000.00
	For injury or wrongful death to more than one person in any one occurrence:	$5,000,000.00
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$5,000,000.00
	(3) Products liability: and liquor liability	$5,000,000.00
(b)	Automotive liability insurance:	
	(1) Bodily-injury liability	
	For injury or wrongful death to one person:	$
	For injury or wrongful death to more than one person in any one occurrence:	$
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$
(c)	Plate and mirror glass insurance, covering all plate and mirror glass in the premises, and the lettering, signs, or decorations, if any, on such plate and mirror glass:	$
(d)	Boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$
(e)	"Additional Interest" policy of boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$

(2) The Port Authority shall be named as an additional insured in any policy of liability insurance required by this Endorsement, unless the Port Authority shall, at any time during the effective period of this Permit, direct otherwise in writing, in which case the Permittee shall cause the Port Authority not to be so named.

(3) Every policy of insurance on property other than that of the Permittee required by this Endorsement shall name the Port Authority as the owner of property, unless the Space is located in an area as to which the Port Authority is itself a lessee, in which case the Port Authority shall be named as the lessee and the owner shall be named as the owner, and the policy shall be endorsed substantially as follows:

> "Loss, if any, under this policy, as to the interest of the owner and as to the interest of the Port Authority of New York and New Jersey, shall be adjusted solely with the Port Authority, and all proceeds under this policy shall be paid solely to the Port Authority."

(4) The "Additional Interest" policy of boiler and machinery insurance required by this Endorsement shall provide protection under Sections 1 and 2 only of the Insuring Agreements of the form of policy approved for use as of the date hereof by the National Bureau of Casualty Underwriters, New York, New York.

(5) As to any insurance required by this Endorsement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority within ten (10) days after the execution of this Permit. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving ten (10) days' written notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, of if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

(6) Each policy of insurance required by this Endorsement shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

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

The Permittee shall not do or permit to be done any act which

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

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

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

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

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

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

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

(a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deposit with the Port Authority (and shall keep deposited throughout the effective period of the permission under this Permit) the sum of Forty Thousand Dollars and No Cents ($40,000.00)
either in cash, or bonds of the United States of America, or of the State of New Jersey, or of the State of New York, or of the Port Authority of New York and New Jersey, having a market value of that amount, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed. Bonds qualifying for deposit hereunder shall be in bearer form but if bonds of that issue were offered only in registered form, then the Permittee may deposit such bonds or bonds in registered form, provided, however, that the Port Authority shall be under no obligation to accept such deposit of a bond in registered form unless such bond has been re-registered in the name of the Port Authority (the expense of such re-registration to be borne by the Permittee) in a manner satisfactory to the Port Authority. The Permittee may request the Port Authority to accept a registered bond in the Permittee's name and if acceptable to the Port Authority the Permittee shall deposit such bond together with an irrevocable bond power (and such other instruments or other documents as the Port Authority may require) in form and substance satisfactory to the Port Authority. In the event the deposit is returned to the Permittee any expenses incurred by the Port Authority in re-registering a bond to the name of the Permittee shall be borne by the Permittee. In addition to any and all other remedies available to it, the Port Authority shall have the right, at its option, at any time and from time to time, with or without notice, to use the deposit or any part thereof in whole or partial satisfaction of any of its claims or demands against the Permittee. There shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of the deposit itself shall cure any default or breach of this Agreement on the part of the Permittee. With respect to any bonds deposited by the Permittee, the Port Authority shall have the right, in order to satisfy any of its claims or demands against the Permittee, to sell the same in whole or in part, at any time, and from time to time, with or without prior notice at public or private sale, all as determined by the Port Authority, together with the right to purchase the same at such sale free of all claims, equities or rights of redemption of the Permittee. The Permittee hereby waives all right to participate therein and all right to prior notice or demand of the amount or amounts of the claims or demands of the Port Authority against the Permittee. The proceeds of every such sale shall be applied by the Port Authority first to the costs and expenses of the sale (including but not limited to advertising or commission expenses) and then to the amounts due the Port Authority from the Permittee. Any balance remaining shall be retained in cash toward bringing the deposit to the sum specified above. In the event that the Port Authority shall at any time or times so use the deposit, or any part thereof, or if bonds shall have been deposited and the market value thereof shall have declined below the above-mentioned amount, the Permittee shall,

on demand of the Port Authority and within two (2) days thereafter, deposit with the Port Authority additional cash or bonds so as to maintain the deposit at all times to the full amount above stated, and such additional deposits shall be subject to all the conditions of this Standard Endorsement. After the expiration or earlier revocation or termination of the effective period of the permission under this Permit, and upon condition that the Permittee shall then be in no wise in default under any part of this Permit, and upon written request therefor by the Permittee, the Port Authority will return the deposit to the Permittee less the amount of any and all unpaid claims and demands (including estimated damages) of the Port Authority by reason of any default or breach by the Permittee of this Permit or any part thereof. The Permittee agrees that it will not assign or encumber the deposit. The Permittee may collect or receive any interest or income earned on bonds and interest paid on cash deposited in interest-bearing bank accounts, less any part thereof or amount which the Port Authority is or may hereafter be entitled or authorized by law to retain or to charge in connection therewith, whether as or in lieu of an administrative expense, or custodial charge, or otherwise; provided, however, that the Port Authority shall not be obligated by this provision to place or to keep cash deposited hereunder in interest-bearing bank accounts.

(b) The Permittee may at any time during the effective period of the permission under this Permit offer to deliver to the Port Authority, as security for all obligations of the Permittee under this Permit, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District, in favor of the Port Authority in the amount of Forty Thousand Dollars and No Cents ($40,000.00).

The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent satisfactory letter. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by security in accordance with paragraph (a) of this Standard Endorsement or another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security under paragraph (a) of this Standard Endorsement. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made under and in accordance with the provisions of paragraph (a) of this Standard Endorsement. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount.

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

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

SPECIAL ENDORSEMENTS

1. (a) By agreement of lease, dated as of January 11, 1985 bearing Port Authority file No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease") the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of July 30, 2002 (hereinafter called the "Sublease"), under which the Permittee has agreed to operate certain consumer services in locations the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate at the Terminal a first-class full service sit-down restaurant concession facility offering the following: soups, salads, appetizers, entrees (e.g.

steaks, chicken and seafood), grilled sandwiches, desserts and non-alcoholic beverages and limited breakfast items (hereinafter collectively called "Category A Products"); and (ii) the sale of various alcoholic beverages (as specified in the Sublease) (hereinafter collectively called "Category B Products"); and for no other purpose whatsoever.

The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information)), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more

than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record- keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "PA Share" shall mean Twenty percent (20%)

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of One Hundred Twenty-five Thousand Dollars and No Cents ($125,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Ten Thousand Four Hundred Sixteen Dollars and Sixty-seven Cents ($10,416.67), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit. If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject

to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Enplanements, pursuant to the terms of the Sublease.

(ii) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(iii) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, storage premises rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable)) be remitted on its behalf directly, and payable to, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority an annual percentage rent equivalent to the PA Share of the sum of (i) 8% of all gross receipts from Category A Products and (ii) 10% of all gross receipts from Category B Products, which is in excess of the Guaranteed Rent arising during the effective period of permission hereunder.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement

Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentages stated in paragraph (c) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentages applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentage set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable Guaranteed Rent, established for the monthly period, or (B) the applicable percentage set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Guaranteed Rent, established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable Guaranteed Rent, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Guaranteed Rent, less the total of all percentage rent payments previously made for such annual period. At any time that the Guaranteed Rent is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand.

In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and

annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated Guaranteed Rent established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority the PA Share of all rent payable under this Permit and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) 120 days following delivery of the Space to the Permittee or

(c) February 1, 2003

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. The Permittee shall be required to make a minimum initial capital investment (excluding furniture, fixtures and equipment) to ready the Space for initial occupancy and operations in an amount equal to Two Hundred Dollars ($200) per square foot. Nothing herein shall reduce the Permittee's obligations to comply with the Port Authority's Tenant Alteration

and Application process and the Airline's design specifications and standards, nor reduce any obligation of the Permittee under the Sublease to maintain, improve or refurbish the Space during the term of the subletting.

5. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

> "Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

> "If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such

objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(e) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) The following clause shall be deemed to have been added to the first sentence of Section 8: "or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier."

(h) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

"In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(i) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

SPECIAL ENDORSEMENTS

(j) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

(ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".

(iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(k) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

(l) Notwithstanding the provisions of Standard Endorsement 21.1 annexed to this Permit, the Port Authority (as well as the Airline and the Manager) shall be named as an additional insured in any policy of liability insurance required by the provisions of this Permit and each such policy of insurance so required shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(m) The policies referred to in Standard Endorsement 21.1 shall provide or contain an endorsement providing that:

(i) the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority, and

(ii) the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Permittee shall be the same as the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person as if the Port Authority were the named insured thereunder,

but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

(n) Without limiting the generality of the provisions of Standard Endorsement 23.1, the Permittee agrees that notwithstanding the sum stated to be the security deposit to be delivered to the Port Authority upon execution of this Permit, the security amount required hereunder shall at all times during the period of permission be an amount equal to at least three (3) months' Guaranteed Rent in cash or bonds (as described in said Standard Endorsement) or at least twelve (12) months' Guaranteed Rent in the form of a clean irrevocable letter of credit satisfactory to the Port Authority and, accordingly, such amount may change from time to time by notice to the Permittee during such period.

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between

the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

SPECIAL ENDORSEMENTS

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of any payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the

SPECIAL ENDORSEMENTS

Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. (a) The Permittee hereby certifies that its Federal Tax Identification Number is (Ex. 1) for the purposes of Standard Endorsement No. 23.1.

(b) The Permittee acknowledges and agrees that the Port Authority reserves the right, at its sole discretion, to adjust at any time and from time to time upon fifteen (15) days notice to the Permittee, the security deposit amount as set forth in paragraph (a) of Standard Endorsement No. 23.1. Not later than the effective date set forth in said notice the Permittee shall deposit with the Port Authority the new security deposit amount as set forth in said notice which new amount shall thereafter constitute the security deposit subject to said Standard Endorsement No. 23.1.

For the Port Authority

Initialed:

For the Permittee

For the Airline

Form F - Privilege, All Facilities

:For Port Authority Use Only :
: ANC-124 :

AVIATION DEPT
FILE COPY

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

PRIVILEGE PERMIT

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

1. **FACILITY:** **Newark Liberty International Airport**
2. **PERMITTEE:** AREAS USA EWR LLC, a limited liability company organized under the laws of the State of Florida
3. **PERMITTEE'S ADDRESS:** 5301 Blue Lagoon Drive, Suite 690, Miami, Florida 33126
4. **PERMITTEE'S REPRESENTATIVE:** Eduardo Uribe
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** September 18, 2009
8. **EXPIRATION DATE:** March 30, 2013, subject to Special Endorsement No. 14 of this Permit, unless sooner revoked as provided in Section 1 of the following Terms and Conditions.
9. **ENDORSEMENTS:** 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 21.1, 22, 29, Exhibit X, Schedule G, and Specials

Dated: As of September 18, 2009

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____
Lysa C. Scully
(Title) Assistant Director
Customer, Concessions & Airport Servic

Consented and Agreed to by
CONTINENTAL AIRLINES, INC.
as of September 18, 2009

By _____

Print Name ~~Toby Enqvist Emp. #96158~~
(Title) ~~Staff Vice President~~ President
Global Real Estate
Continental Airlines, Inc

AREAS USA EWR LLC, Permittee
By AREAS USA INC., Sole Member

By _____
Print Name Xavier Rabell

(Title) President

Consented and Agreed to by
AREAS USA, INC., Guarantor
as of September 18, 2009

By _____

Print Name Xavier Rabell

(Title) President

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

MLG/NEI

TERMS AND CONDITIONS

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

2. The rights granted hereby shall be exercised

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

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

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

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

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

3 This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

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

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

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

Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

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

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

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

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

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail or certified mail addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most

recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

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

16. No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

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

18. The Permittee hereby waives its right to trial by jury in any action that may hereafter be instituted by the Port Authority against the Permittee in respect of the permission granted hereunder and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

19. Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Permittee shall continue to perform the privilege granted under this Permit, after the expiration, revocation or termination of the effective period of the permission granted under this Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination, and ending on the date that the Permittee shall cease to perform the privilege at the Airport under the Permit, equal to twice the sum of the monthly fee under the Permit. Nothing

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

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall.

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

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

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anyway connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port

Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder

4. Effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event that upon conducting an examination and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

STANDARD ENDORSEMENT NO. 4.1
MERCHANDISE AND/OR SERVICES
All Airports
7/21/49

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

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

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons, including the United States of America, resulting from the Permittee's noncompliance with any of the provisions of this Endorsement, and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

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

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following.

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee.

The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

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

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

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

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

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

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

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

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

(1) The Permittee in its own name as assured shall secure and pay the premium or premiums for such of the following policies of insurance with respect to which minimum limits are fixed in the schedule below. Each such policy shall be maintained in at least the limit fixed with respect thereto, shall cover the operations of the Permittee under this Permit, and shall be effective throughout the effective period:

SCHEDULE

	Policy	Minimum Limit
(a)	Commercial general liability insurance (to include contractual liability endorsement)	
	(1) Bodily-injury liability:	
	For injury or wrongful death to one person:	$2,000,000.00
	For injury or wrongful death to more than one person in any one occurrence:	$2,000,000.00
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$2,000,000.00
	(3) Products liability:	$2,000,000.00
	(1) Bodily-injury liability	
	For injury or wrongful death to one person:	$
	For injury or wrongful death to more than one person in any one occurrence:	$
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$
(c)	Plate and mirror glass insurance, covering all plate and mirror glass in the premises, and the lettering, signs, or decorations, if any, on such plate and mirror glass:	$
(d)	Boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$
(e)	"Additional Interest" policy of boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$

(2) The Port Authority shall be named as an additional insured in any policy of liability insurance required by this Endorsement, unless the Port Authority shall, at any time during the effective period of this Permit, direct otherwise in writing, in which case the Permittee shall cause the Port Authority not to be so named.

(3) Every policy of insurance on property other than that of the Permittee required by this Endorsement shall name the Port Authority as the owner of property, unless the Space is located in an area as to which the Port Authority is itself a lessee, in which case the Port Authority shall be named as the lessee and the owner shall be named as the owner, and the policy shall be endorsed substantially as follows.

> "Loss, if any, under this policy, as to the interest of the owner and as to the interest of the Port Authority of New York and New Jersey, shall be adjusted solely with the Port Authority, and all proceeds under this policy shall be paid solely to the Port Authority."

(4) The "Additional Interest" policy of boiler and machinery insurance required by this Endorsement shall provide protection under Sections 1 and 2 only of the Insuring Agreements of the form of policy approved for use as of the date hereof by the National Bureau of Casualty Underwriters, New York, New York.

(5) As to any insurance required by this Endorsement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority within ten (10) days after the execution of this Permit. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving ten (10) days' written notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, of if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

(6) Each policy of insurance required by this Endorsement shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

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

The Permittee shall not do or permit to be done any act which

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

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

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

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

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

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

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

The Permittee shall during the entire effective period of this Permit maintain in effect a license to sell liquor for consumption on the Space. The Port Authority may at any time on twenty-four (24) hours' notice revoke this Permit effective at the time specified in the notice if said liquor license is revoked, cancelled or suspended regardless of the fault of the Permittee, provided, however, that such revocation, cancellation or suspension of said liquor license is still in effect at the time of giving said notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

STANDARD ENDORSEMENT NO. 29
LIQUOR LICENSE
All Facilities
6/20/51

Special Endorsements

1. (a) By agreement of lease, dated as of January 11, 1985 bearing Port Authority file No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease") the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of September 18, 2009 (the "Sublease"), under which the Permittee has agreed to operate certain consumer services in a location the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate a first-class, full service sit-down restaurant, at the Terminal, using the trade name "Grand Central Oyster Bar", serving a variety of fresh oysters and other types of fresh seafood and entrees, a complement of appetizers and a wide array of alcoholic and non-alcoholic beverages, and for no other purpose whatsoever other than as set forth above in this paragraph.

(c) The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

(d) The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then

the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefore is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record-keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall

be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Percentage Rent" shall mean, for each annual period, 12% of all gross receipts up to Three Million Dollars ($3,000,000.00), payable in monthly installments, and 14% of all gross receipts in excess of Three Million Dollars ($3,000,000.00) payable in monthly installments.

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of Four Hundred Fifty-three Thousand Six Hundred Dollars and No Cents ($453,600.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Thirty-seven Thousand Eight Hundred Dollars and No Cents ($37,800.00), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit.

(ii) If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Emplacements, pursuant to the terms of the Sublease.

(v) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(vi) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, storage premises rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority the PA Share (as defined in paragraph (f), below, of this Special

Endorsement) of a monthly percentage rent, calculated in accordance with paragraph (a)(v) of this Special Endorsement.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage(s) stated in paragraph (a) (v) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentages applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentage(s) set forth in paragraph (a) (v) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable monthly installment of Guaranteed Rent, established for the monthly period, or (B) the applicable percentages set forth in paragraph (a) (v) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Guaranteed Rent, established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable monthly installment of Guaranteed Rent, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Guaranteed Rent, less the total of all percentage rent payments previously made for such annual period. At any time that the amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date

of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated Annual Exemption Amount(s) established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) May 5, 2010

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

Special Endorsements

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

"Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination. In the event the Port Authority exercises it right to revoke this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation, including without limitation any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Permit including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Permit."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

> "If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

Special Endorsements

(e) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

> "In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(h) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(i) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

(ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".

(iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(j) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

Special Endorsements

(k) Notwithstanding the provisions of Standard Endorsement 21.1 annexed to this Permit, the Port Authority (as well as the Airline and the Manager) shall be named as an additional insured in any policy of liability insurance required by the provisions of this Permit and each such policy of insurance so required shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(l) The policies referred to in Standard Endorsement 21.1 shall provide or contain an endorsement providing that:

> (i) the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority, and
>
> (ii) the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Permittee shall be the same as the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person as if the Port Authority were the named insured thereunder,

but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

(m) Without limiting the generality of the provisions of Standard Endorsement 23.1, the Permittee agrees that notwithstanding the sum stated to be the security deposit to be delivered to the Port Authority upon execution of this Permit, the security amount required hereunder shall at all times during the period of permission be an amount equal to at least three (3) months' Guaranteed Rent in cash or bonds (as described in said Standard Endorsement) or at least twelve (12) months' Guaranteed Rent in the form of a clean irrevocable letter of credit satisfactory to the Port Authority and, accordingly, such amount may change from time to time by notice to the Permittee during such period.

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

5. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port

Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

6. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

(g) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) Notwithstanding anything to the contrary stated in Section(s) 2.08 of the Sublease, there shall be no abatement of the PA Share of rent payable under this Permit or the Sublease under the circumstances described in Section(s) 2.08.

(2) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, not unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(3) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(4) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to an assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

Special Endorsements

7. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

8. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

9. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of an payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

10. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

11. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority , and payable in the Port of New York District in the amount of One Hundred Fifteen Thousand Dollars and No Cents ($115,000.00). The form and terms of such letter of credit, as well as the institution issuing it,

shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to waiver of any default by the Permittee under the terms of this Permit and all remedies of the Permit and of the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit

(b) The Permittee hereby certifies that its Federal Tax Identification Number is (Ex. 1) for the purposes of this Special Endorsement.

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

12. The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement or any management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23. The Permittee agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreement. Further, the Permittee agrees to comply with the terms and provisions of Schedule G, attached hereto and hereto made a part hereof.

Special Endorsements

13. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under this Permit, the Permittee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Permittee recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Permittee shall immediately give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all impending or existing labor-related disruptions and the progress thereof.

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Permittee at the Terminal, or against its operations thereat pursuant to this Permit, which in the opinion of the Port Authority (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(b) Labor peace agreement. The Permittee represents that, prior to or upon entering into this Supplemental Agreement, it has delivered to the Port Authority evidence of a signed labor peace agreement, in the form attached hereto as Exhibit X or, in the event Exhibit X is inapplicable, then a signed officer's certification to such effect in the required form provided by the Port Authority.

(c) Employee Retention. If the Permittee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Space (the "Predecessor Concession"), the Permittee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Permittee at the Space. The foregoing requirement shall be subject to the Permittee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Permitte shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space. The Port Authority shall have the right to demand from the Permittee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision. In the event the Permittee fails to comply with this provision, the Port Authority have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

Special Endorsements

(d) Applicability of Provision. The provisions of this section shall apply to concession operators which employ ten (10) or more persons at the Space.

14. The Expiration Date of this Permit shall be March 30, 2013; provided, however, that if the term of the letting to the Airline under the Airline Lease, with regard to the Space covered by this Permit, is extended beyond March 30, 2013, then the period of permission granted under this Permit shall be extended to the earlier of: (i) the day prior to the expiration date of the term of the letting of the Airline Lease, as extended; or (ii) the 7th anniversary of the Rent Commencement Date. The Airline shall confirm the actual date of the expiration date in a written letter to the Permittee, a copy of which letter shall be delivered contemporaneously to the Port Authority.

15. The Permittee shall provide and maintain a full force and effect throughout the effective period of the permissions granted under this Permit a contract of absolute and unconditional guaranty of the due and punctual payment of the fees and other monetary obligations under the Sublease to be paid by the Permittee hereunder and of the full, faithful and prompt performance, observance and fulfillment on the part of the Permittee of all the terms, covenant and conditions of the Sublease to be kept, observed, performed and fulfilled. Such contract of Guaranty shall be executed by AREAS USA, INC., a corporation under the laws of the State of Florida with a business address at 5301 Blue Lagoon Drive, Suite 690, Miami, Florida 33126, in favor of the Port Authority and shall constitute part of the security deposit of the Permittee. The above-named guarantor, expressly agrees that with regard to its Guaranty the term "Sublease" shall be deemed also to include this Permit and accordingly, such contract of Guaranty shall be deemed to include a guaranty of the payment and performance obligations of the Permittee under the Sublease as well as the payment and performance obligations of the Permittee under this Permit.

For the Port Authority

Initialed:

For the Permittee

For the Airline

For the Guarantor

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

AREAS USA EWR LLC (the "Company") has complied with Board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:	FOR THE UNION:
AREAS USA EWR LLC	[Insert Name of Labor Organization]
BY:_____	BY:_____
DATE:_____	DATE:_____

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

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

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

Qualification as an ACDBE

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

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

part 23 is $750,000.

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

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

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

Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP directories but

which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

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

For the Port Authority

Initialed: For the Permittee

For the Airline

For the Guarantor

ANC-124

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

Areas USA EWR, LLC (the "Company") has complied with board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:

Areas USA EWR, LLC

By: _____

Print Name: Eduardo Uribe

Date: October 19, 2009

FOR THE UNION:

Unite Here

By: _____

Print Name: Blake Harwell

Date: October 19, 2009

Form F - Privilege, All Facilities

:For Port Authority Use Only :
: ANC-255 :

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

PRIVILEGE PERMIT

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

1. **FACILITY: Newark Liberty International Airport**
2. **PERMITTEE:** BLUWIRE NEWARK LLC, a limited liability company organized under the laws of the State of Florida
3. **PERMITTEE'S ADDRESS:** 2622 Ravella Lane
   Palm Beach Gardens, FL 33410
4. **PERMITTEE'S REPRESENTATIVE:** Christopher Burden
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** October 25, 2010
8. **EXPIRATION DATE:** the later of (a) March 30, 2013 and (b) the date that is the earlier of (i) two days prior to the expiration date of the extended term of Continental Airlines, Inc. Terminal C Lease covering Concourses C-1 and C-2 and (ii) the day preceding the fifth (5th) anniversary of the Rent Commencement Date (as herein defined), unless sooner revoked as provided in Section 1 of the Terms and Conditions.
9. **ENDORSEMENTS:** 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 14.1, 16.1, 17.1, 19.3, 22, 28, Exhibit X, Schedule G, and Specials

Dated: As of October 25, 2010

Consented and Agreed to by
CONTINENTAL AIRLINES, INC.
as of October 25, 2010

By Kate Gebo

Print Name Kate Gebo
(Title) Vice President
Corporate Real Estate

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) Assistant Director

BLUWIRE NEWARK LLC,
Permittee

By
Print Name Maurice Ojeda

(Title) CEO/ MANAGING MEMBER

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

SSA

TERMS AND CONDITIONS

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

2. The rights granted hereby shall be exercised

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

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

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

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

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

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

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

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

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

Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

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

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

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

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

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail or certified mail addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most

recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

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

16. No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

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

18. The Permittee hereby waives its right to trial by jury in any action that may hereafter be instituted by the Port Authority against the Permittee in respect of the permission granted hereunder and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

19. Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Permittee shall continue to perform the privilege granted under this Permit, after the expiration, revocation or termination of the effective period of the permission granted under this Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination, and ending on the date that the Permittee shall cease to perform the privilege at the Airport under the Permit, equal to twice the sum of the monthly fee under the Permit. Nothing

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

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

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

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

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anyway connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port

Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

4. Effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event that upon conducting an examination and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

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

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

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

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

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

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

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

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons, including the United States of America, resulting from the Permittee's noncompliance with any of the provisions of this Endorsement, and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

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

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

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

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

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

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

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

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

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

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

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

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

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

The Permittee shall not do or permit to be done any act which

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

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

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

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

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

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

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

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

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

Special Endorsements

1. (a) By agreement of lease, dated as of January 11, 1985, bearing Port Authority Lease No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease"), the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of October 25, 2010 (the "Sublease"), under which the Permittee has agreed to operate certain consumer services in a location the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms, the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate a first-class retail concession, at the Terminal, using the trade name "Bluwire", providing for the sale at retail of: electronics, high tech items and related merchandise, such as cellular telephone equipment and peripherals, laptop/PDA hardware and accessories, software, video and audio electronics and accessories, various types of media players and future applications/media downloads, and, incidental thereto, cellular telephone and media equipment and prepaid services and for no other purpose whatsoever other than as set forth above in this paragraph; provided that, Permittee shall not sell Blackberry branded wireless

communication devices (including mobile/cellular telephones and devices) or Blackberry branded or Research in Motion, Ltd. (RIM) approved accessories for such devices.

(c) The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

(d) The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder

commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefore is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record-keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the

Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Percentage Rent" shall mean, for each annual period, fifteen percent (15%) of all gross receipts in excess of One Hundred Thousand Dollars and No Cents ($100,000.00) per month, payable monthly.

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of One Hundred Eighty Thousand Dollars and No Cents ($180,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Fifteen Thousand Dollars and No Cents ($15,000.00), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit.

(ii) If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Emplacements, pursuant to the terms of the Sublease.

(v) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(vi) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, storage premises rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

Special Endorsements

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority a monthly percentage rent, calculated in accordance with paragraph (e) of this Special Endorsement.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage(s) stated in paragraph (a) (v) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentages applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentage(s) set forth in paragraph (a) (v) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable monthly installment of Guaranteed Rent, established for the monthly period, or (B) the applicable percentages set forth in paragraph (a) (v) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Guaranteed Rent established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable monthly installment of Guaranteed Rent, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Guaranteed Rent, less the total of all percentage rent payments previously made for such annual period. At any time that the amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent

shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of the month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated annual Guaranteed Rent established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder is measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) March 15, 2011.

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

Special Endorsements

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

"Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination. In the event the Port Authority exercises it right to revoke this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation, including without limitation any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Permit including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Permit."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

> "If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

Special Endorsements

(e) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

> "In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(h) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(i) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

(ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".

(iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(j) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

Special Endorsements

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

5. The Permittee in its own name as insured and including the Port Authority as an additional insured, shall maintain and pay the premiums during the effective period of the Permit on a policy or policies of Commercial General Liability Insurance, including premises-operations and products-completed operations and covering bodily-injury liability, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limit set forth below:

	Minimum Limits
Commercial General Liability Insurance	
Combined single limit per occurrence for death, bodily injury and property damage liability:	$2,000,000.00

In the event the Permittee maintains the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured, except for the Workers' Compensation and Employers Liability Insurance policies, to the full extent of all such insurance in accordance with all terms and provisions of the Permit, including without limitation this Insurance Schedule.

(b) Each policy of insurance, except for the Workers' Compensation and Employers Liability Insurance policies, shall also contain an ISO standard "separation of insureds" clause or a cross liability endorsement providing that the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority and any claim or action against the Port Authority by the Permittee, as if the Port Authority were the named insured thereunder, but such clause or endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured. Each policy of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Permittee under Section 7 of the Terms and Conditions of the Permit.

(c) All insurance coverages and policies required under this Insurance Schedule may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the period of permission under the Permit. The Port Authority may, at any such time, require additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required and the Permittee shall promptly comply therewith.

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

the provisions of any statutes respecting suits against the Port Authority." The foregoing provisions or endorsements shall be recited in each policy or certificate to be delivered pursuant to the following paragraph (e).

(e) A certified copy of each policy or a certificate or certificates of insurance evidencing the existence thereof, or binders, shall be delivered to the Port Authority upon execution and delivery of the Permit by the Permittee to the Port Authority. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate of insurance. Any renewal policy shall be evidenced by a renewal certificate of insurance delivered to the Port Authority at least thirty (30) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the Permit. The aforesaid insurance shall be written by a company or companies approved by the Port Authority. If at any time any insurance policy shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policy shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each policy shall be delivered to or made available for inspection by the Port Authority.

(f) The foregoing insurance requirements shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Permittee under the Permit. The foregoing insurance requirements shall not constitute a representation or warranty as to the adequacy of the required coverage to protect the Permittee with respect to the obligations imposed on the Permittee by the Permit or any other agreement or by law.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth

therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by

the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

(g) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) Notwithstanding anything to the contrary stated in Section(s) 2.08 of the Sublease, there shall be no abatement of the PA Share of rent payable under this Permit or the Sublease under the circumstances described in Section(s) 2.08.

(2) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, not unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(3) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(4) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to and assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

Special Endorsements

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of an payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority , and payable in the Port of New York District in the amount of Ninety Thousand Dollars and No Cents ($90,000.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter

of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to waiver of any default by the Permittee under the terms of this Permit and all remedies of the Permit and of the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit

(b) The Permittee hereby certifies that its Federal Tax Identification Number is (Ex. 1) for the purposes of this Special Endorsement.

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

13. The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement or any management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23. The Permittee agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreement. Further, the Permittee agrees to comply with the terms and provisions of Schedule G, attached hereto and hereto made a part hereof.

14. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under this Permit, the Permittee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Permittee recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Permittee shall immediately give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all impending or existing labor-related disruptions and the progress thereof.

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Permittee at the Terminal, or against its operations thereat pursuant to this Permit, which in the opinion of the Port Authority (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or

members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(b) Labor peace agreement. The Permittee represents that, prior to or upon entering into this Supplemental Agreement, it has delivered to the Port Authority evidence of a signed labor peace agreement, in the form attached hereto as Exhibit X or, in the event Exhibit X is inapplicable, then a signed officer's certification to such effect in the required form provided by the Port Authority.

(c) Employee Retention. If the Permittee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Space (the "Predecessor Concession"), the Permittee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Permittee at the Space. The foregoing requirement shall be subject to the Permittee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Permitte shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space. The Port Authority shall have the right to demand from the Permittee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision. In the event the Permittee fails to comply with this provision, the Port Authority have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(d) Applicability of Provision. The provisions of this section shall apply to concession operators which employ ten (10) or more persons at the Space.

Special Endorsements

15. In the event that upon conducting an examination and audit the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge(s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority to payment of any late charge(s) or other service charge(s) payable under the provisions of this paragraph with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid hereunder. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to terminate this Permit; or (ii) any obligations of the Airline under this Permit.

For the Port Authority

Initialed:

For the Permittee

KG

For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

Bluwire Newark LLC (the "Company") has complied with Board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:	FOR THE UNION:
BLUWIRE NEWARK LLC	[Insert Name of Labor Organization]
BY:	BY:
DATE: 6/1/11	DATE:

Letter in lieu of Exhibit X

[CONCESSIONAIRE COMPANY'S LETTERHEAD]

The Port Authority of New York and New Jersey

225 Park Avenue South

New York, NY 10003

Attn: Director of Aviation

To Whom It May Concern:

Reference is made to a permit ("Permit"), dated _____, between The Port Authority of New York and New Jersey (Port Authority) and this company ("Permittee") for concession space at Terminal ___ at _____Airport ("Airport"). This letter is being provided in connection with [the Permit][Supplement No. ___ to the Permit] and is accurate as of the date of the Permittee's execution of [the Permit][Supplement No. ___ to the Permit].

The undersigned is an officer of the Permittee and certifies to the Port Authority under penalty of perjury as follows. There is no labor organization (as defined by 29 U.S.C. Section 152(5)) that seeks to represent the Permittee's employees at the Airport. Accordingly, the Permittee has not, and is not obligated to, enter into a labor peace agreement as contemplated by Exhibit X to [the Permit][Supplement No. ___ to the Permit] and by the resolution of the Port Authority's Board of Commissioners, entitled "All Airports – Labor Harmony Policy", passed October 18, 2007.

Very truly yours,

_____

Print Name:

Title:

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

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

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

Qualification as an ACDBE

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

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

part 23 is $750,000.

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

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

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

Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP directories but

which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

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

Initialed:

For the Port Authority

For the Permittee

For the Airline

Labor Harmony Policy Acknowledgment

On behalf of __Airport Connections LLC (the "Company"), the undersigned, acknowledges that the Company has been provided with a copy of the Port Authority's Aviation Department's Director's Bulletin dated November 30, 2007, the Labor Harmony Policy and the Except from the Port Authority's Privilege Permit for Newark Liberty International Airport, Terminal C (collectively, the "Port Authority Labor Harmony Policy"). The Company hereby confirms that the Company will agree to all the provisions set forth in the Port Authority Labor Harmony Policy unless the Company is specifically exempted therefrom. The Company understands that all non-exempt concession operators will be required to enter into a labor peace agreement with a union and to provide an Exhibit X – Evidence of Labor Peace Agreement duly signed by the Company and a Union as well as comply with the terms and provision of the Port Authority's Privilege Permit.

Execution of this Acknowledgement is a condition precedent to the award of any concession opportunities by Continental Airlines, Inc.

FOR THE COMPANY:

Airport Connections LLC

By: _____
Authorized Signatory

Date: 1-12-2010

bluwire

October 22, 2010

The Port Authority of New York and New Jersey
225 Park Avenue South
New York, NY 10003
Attn: Director of Aviation

To Whom It May Concern:

Reference is made to a permit ('Permit") between The Port Authority of New York and New Jersey ("Port Authority") and Bluwire Newark, LLC ("Permittee") for the concessions space number 20 ("Premises") at Terminal C at Newark Liberty International Airport. This letter is being provided in connection with the Permit and is accurate as the date of the Permittee's execution of the Permit.

The undersigned is an officer of Permittee and certifies to the Port Authority under penalty of perjury as follows. At this time, whereas Permittee does not employ ten (10) or more persons at the Premises, Permittee has not entered into an agreement with a labor organization (as defined by 29 U.S.C. Section 152(5)) that seeks to represent Permittee's employees at the Airport. Accordingly, Permittee has not, and is not obligated to, enter into a labor peace agreement as contemplated by the Sublease and/or the resolution of the Port Authority's Board of Commissioners, entitled "All Airports – Labor Harmony Policy", passed October 18, 2007.

Very truly yours,

Bluwire Newark, LLC

Christopher Burdu

Print Name:
Title: COO

Form F - Privilege; All Facilities

:For Port Authority Use Only :
: ANC-127 :

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

PRIVILEGE PERMIT

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

1. **FACILITY: Newark Liberty International Airport**
2. **PERMITTEE:** BROOKSTONE STORES, INC., a corporation organized under the laws of the State of Delaware
3. **PERMITTEE'S ADDRESS:** 1 Innovation Way
   Merrimack, New Hampshire 03054-4873
4. **PERMITTEE'S REPRESENTATIVE:** Thomas F. Moynihan
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** *As set forth in Special Endorsement No. 2 of the Permit*
7. **EFFECTIVE DATE:** December 18, 2009
8. **EXPIRATION DATE:** the later of March 31, 2015 or the day preceding the fifth (5th) anniversary of the Rent Commencement Date (as herein defined), unless sooner revoked as provided in Section 1 of the Terms and Conditions.
9. **ENDORSEMENTS:** 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 22, 28, Exhibit X, Schedule G, and Specials

Dated: As of December 18, 2009

Consented and Agreed to by
CONTINENTAL AIRLINES, INC.
as of December 18, 2009

By _____

Print Name Gavin Molloy
(Title) MD - Airport Affairs
12/6/2011

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____
David Kagan
Assistant Director
Business, Properties & Airport Development
(Title)

BROOKSTONE STORES, INC,
Permittee

By _____
Print Name Thomas F. Moynihan
(Title) ✓ President - CEO

LEGAL APPROVAL

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

MLG/NEI

TERMS AND CONDITIONS

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

2. The rights granted hereby shall be exercised

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

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

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

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

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

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

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

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

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

Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

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

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

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

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

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail or certified mail addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most

recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

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

16. No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

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

18. The Permittee hereby waives its right to trial by jury in any action that may hereafter be instituted by the Port Authority against the Permittee in respect of the permission granted hereunder and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

19. Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Permittee shall continue to perform the privilege granted under this Permit, after the expiration, revocation or termination of the effective period of the permission granted under this Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination, and ending on the date that the Permittee shall cease to perform the privilege at the Airport under the Permit, equal to twice the sum of the monthly fee under the Permit. Nothing

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

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

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

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

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anyway connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port

Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

4. Effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event that upon conducting an examination and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

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

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

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

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

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

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

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

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons, including the United States of America, resulting from the Permittee's noncompliance with any of the provisions of this Endorsement, and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

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

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee.

The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

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

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

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

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

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

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

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

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

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

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

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

The Permittee shall not do or permit to be done any act which

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

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

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

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

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

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

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

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

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

Special Endorsements

1. (a) By agreement of lease, dated as of January 11, 1985, bearing Port Authority Lease No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease"), the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of December 18, 2009 (the "Sublease"), under which the Permittee has agreed to operate certain consumer services in a location the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms, the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate a first-class retail concession, at the Terminal, using the trade name "Brookstone", providing for the sale at retail of: quality gifts and accessories, including items appearing from time to time in "Brookstone" catalogs or other "Brookstone" stores, furnishings, electronics, DVDs, CDs, housewares, cookware, gadgets, and tools, and for no other purpose whatsoever other than as set forth above in this paragraph.

Special Endorsements

(c) The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

(d) The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then

the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefore is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record-keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall

be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Percentage Rent" shall mean, for the first two annual periods (i.e., February 17, 2010 through February 16, 2012), (1) ten percent (10%) of all gross receipts up to One Million Six Hundred Thousand Dollars ($1,600,000.00) and (2) fifteen percent (15%) of all gross receipts in excess of One Million Six Hundred Thousand Dollars ($1,600,000.00); and for the third annual period and each annual period thereafter for the balance of the period of permission (i.e., February 17, 2012 through February 16, 2013 and each annual period thereafter), (1) twelve percent (12%) of all gross receipts up to One Million Six Hundred Thousand Dollars ($1,600,000.00) and (2) fifteen percent (15%) of all gross receipts in excess of One Million Six Hundred Thousand Dollars ($1,600,000.00), payable in monthly installments.

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of One Hundred Nineteen Thousand Dollars and No Cents ($119,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Nine Thousand Nine Hundred Sixteen Dollars and Sixty-seven Cents ($9,916.67), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit.

(ii) If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Emplacements, pursuant to the terms of the Sublease.

(v) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(vi) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, storage premises rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable) be remitted on its

behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority a monthly percentage rent, calculated in accordance with paragraph (e) of this Special Endorsement.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage(s) stated in paragraph (a) (v) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentages applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentage(s) set forth in paragraph (a) (v) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable monthly installment of Guaranteed Rent, established for the monthly period, or (B) the applicable percentages set forth in paragraph (a) (v) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Guaranteed Rent established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable monthly installment of Guaranteed Rent, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Guaranteed Rent, less the total of all percentage rent payments previously made for such annual period. At any time that the amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated annual Guaranteed Rent established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) March 8, 2010.

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

Special Endorsements

4. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

"Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination. In the event the Port Authority exercises it right to revoke this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation, including without limitation any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Permit including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Permit."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

> "If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

Special Endorsements

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(e) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

> "In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(h) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(i) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

> (ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".
>
> (iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

Special Endorsements

(j) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

5. The Permittee in its own name as insured and including the Port Authority as an additional insured, shall maintain and pay the premiums during the effective period of the Permit on a policy or policies of Commercial General Liability Insurance, including premises-operations and products-completed operations and covering bodily-injury liability, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limit set forth below:

	Minimum Limits
Commercial General Liability Insurance	
Combined single limit per occurrence for death, bodily injury and property damage liability:	$2,000,000.00

In the event the Permittee maintains the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured, except for the Workers' Compensation and Employers Liability Insurance policies, to the full extent of all such insurance in accordance with all terms and provisions of the Permit, including without limitation this Insurance Schedule.

(b) Each policy of insurance, except for the Workers' Compensation and Employers Liability Insurance policies, shall also contain an ISO standard "separation of insureds" clause or a cross liability endorsement providing that the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority and any claim or action against the Port Authority by the Permittee, as if the Port Authority were the named insured thereunder, but such clause or endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured. Each policy of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Permittee under Section 7 of the Terms and Conditions of the Permit.

(c) All insurance coverages and policies required under this Insurance Schedule may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the period of permission under the Permit. The Port Authority may, at any such time, require additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required and the Permittee shall promptly comply therewith.

(d) Each policy must be specifically endorsed to provide that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each policy shall contain a provision or

endorsement that the insurer "shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority." The foregoing provisions or endorsements shall be recited in each policy or certificate to be delivered pursuant to the following paragraph (e).

(e) A certified copy of each policy or a certificate or certificates of insurance evidencing the existence thereof, or binders, shall be delivered to the Port Authority upon execution and delivery of the Permit by the Permittee to the Port Authority. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate of insurance. Any renewal policy shall be evidenced by a renewal certificate of insurance delivered to the Port Authority at least thirty (30) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the Permit. The aforesaid insurance shall be written by a company or companies approved by the Port Authority. If at any time any insurance policy shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policy shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each policy shall be delivered to or made available for inspection by the Port Authority.

(f) The foregoing insurance requirements shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Permittee under the Permit. The foregoing insurance requirements shall not constitute a representation or warranty as to the adequacy of the required coverage to protect the Permittee with respect to the obligations imposed on the Permittee by the Permit or any other agreement or by law.

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6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease ~~that arise out of the actions or inactions of Permittee~~ and ~~any claims and demands made by the City of Newark~~ against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended. that arise out of the actions or inactions of Permittee.

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7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or

privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

Special Endorsements

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

(g) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) Notwithstanding anything to the contrary stated in Section(s) 2.08 of the Sublease, there shall be no abatement of the PA Share of rent payable under this Permit or the Sublease under the circumstances described in Section(s) 2.08.

(2) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, not unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(3) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(4) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to an assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights

and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of an payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority , and payable in the Port of New York District in the amount of One Hundred Nineteen Thousand Dollars and No Cents ($119,000.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. ~~If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law.~~ Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of

the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to waiver of any default by the Permittee under the terms of this Permit and all remedies of the Permit and of the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit

(b) The Permittee hereby certifies that its Federal Tax Identification Number is (Ex. 1) for the purposes of this Special Endorsement.

(c) Provided the Permittee has not been in default (i) under this Permit beyond any * ~~acknowledges and agrees that the Port Authority reserves the right, at its sole discretion, to adjust at any time and from time to time upon fifteen (15) days notice to the Permittee, the security deposit amount as set forth in paragraph (a)~~. Not later than the effective date set forth in said notice the Permittee shall deposit with the Port Authority the new security deposit amount as set forth in and in such form as requested by said notice which new amount (including without limitation an amendment to or a replacement of the letter of credit) shall thereafter constitute the security deposit subject to this Special Endorsement.

13. The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement or any management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23. The Permittee agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreement. Further, the Permittee agrees to comply with the terms and provisions of Schedule G, attached hereto and hereto made a part hereof.

14. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under this Permit, the Permittee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Permittee recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Permittee shall immediately give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all impending or existing labor-related disruptions and the progress thereof.

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Permittee at the Terminal, or against its operations thereat pursuant to this Permit, which in the opinion of the Port Authority (i) physically interferes with the operation of

** the Security Deposit to an amount equal to nine (9) months of the Guaranteed Rent. The decision to reduce the amount of the Security Deposit shall be subject to the Port Authority's determination in its sole and absolute discretion.

*applicable notice and cure period, nor (ii) under its Sublease dated December 18, 2009 with Continental Airlines, Inc., beyond any applicable notice and cure period, during the first twelve (12) months following the Rent Commencement Date, the Permittee may seek to reduce the amount of ...

the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(b) Labor peace agreement. The Permittee represents that, prior to or upon entering into this Supplemental Agreement, it has delivered to the Port Authority evidence of a signed labor peace agreement, in the form attached hereto as Exhibit X or, in the event Exhibit X is inapplicable, then a signed officer's certification to such effect in the required form provided by the Port Authority.

(c) Employee Retention. If the Permittee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Space (the "Predecessor Concession"), the Permittee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Permittee at the Space. The foregoing requirement shall be subject to the Permittee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Permitte shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space. The Port Authority shall have the right to demand from the Permittee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision. In the event the Permittee fails to comply with this provision, the Port Authority have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(d) Applicability of Provision. The provisions of this section shall apply to concession operators which employ ten (10) or more persons at the Space.

Special Endorsements

15. In the event that upon conducting an examination and audit the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge(s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority to payment of any late charge(s) or other service charge(s) payable under the provisions of this paragraph with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid hereunder. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to terminate this Permit; or (ii) any obligations of the Permittee under this Permit.

Initialed:

For the Port Authority

For the Permittee

For the Airline

~~EXHIBIT X~~

~~EVIDENCE OF SIGNED LABOR PEACE AGREEMENT~~

~~Brookstone Stores, Inc. (the "Company") has complied with Board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.~~

~~FOR THE COMPANY~~:

~~BROOKSTONE STORES, INC,~~

BY:_____

DATE:_____

~~FOR THE UNION~~:

[~~Insert Name of Labor Organization~~]

BY:_____

DATE:_____

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

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

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

Qualification as an ACDBE

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

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

part 23 is $750,000.

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

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

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

1. Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP

directories but which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

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

OAC
For the Port Authority

Initialed:

For the Permittee

For the Airline

I, Thomas F. Moynihan, declare as follows:

1. My name is Thomas F. Moynihan, and I am employed by Brookstone Company, Inc. ("Brookstone") in the position of Vice President, Chief Financial Officer and have direct oversight over and responsibility for Brookstone's Real Estate department. I joined Brookstone in June of 1994 and have been in my current position since January 2011.

2. Brookstone is the sole owner and direct parent corporation of Brookstone Stores, Inc. ("Tenant") which entered into that certain Newark Liberty International Airport Sublease with Continental Airlines, Inc. on December 18, 2009 for Space 99A in Terminal C of the Newark Liberty International Airport to which this Declaration is attached and incorporated therein (the "Sublease").

3. Based upon the results of my reasonable due diligence including but not limited to speaking with relevant personnel, neither Brookstone nor any of its wholly-owned subsidiaries, including Tenant, has been approached by any labor organization (as defined by 29 U.S.C. §152(5)) at any point in time. No employee of Brookstone or Tenant has voiced a desire or interest in joining and/or forming a labor organization or a chapter of a labor organization to the management of Brookstone or Tenant.

4. Since no labor organization exists with whom Brookstone and/or Tenant has any relationship or prior contact, neither Brookstone nor Tenant is in a position to enter into a labor peace agreement with any labor organization.

5. Brookstone believes and avers that the submission of this Declaration is adequate and sufficient to demonstrate Tenant's compliance with the labor harmony clause of the Sublease and the policies of the Port Authority of New York and New Jersey as such policies exist as of the executions of this Declaration and the Sublease.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge and belief.

Executed this 12 day of ~~October, 2011~~ April 2012.

Thomas F. Moynihan
Vice President, Chief Financial Officer

LEGAL APPROVAL

Form F - Privilege, All Facilities

:For Port Authority Use Only :
: ANB-550 :

AVIATION DEPT. FILECOPY

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

PRIVILEGE PERMIT

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

1. **FACILITY: Newark Liberty International Airport**
2. **PERMITTEE:** AIRPORT CAFETERIA SERVICES CORPORATION, d/b/a Garden State ~~Diner~~ Cafeteria, a corporation organized under the laws of the State of New Jersey
3. **PERMITTEE'S ADDRESS:** Terminal C – Space L22
   Newark Liberty International Airport
   Newark, New Jersey 07114
4. **PERMITTEE'S REPRESENTATIVE:** Mr. Ted Marketos
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** August 30, 2004
8. **EXPIRATION DATE:** August 30, 2014, unless sooner revoked as provided in Section 1 of the following Terms and Conditions.
9. **ENDORSEMENTS: 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 21.1, 28 and SPECIAL**

Dated: As of August 30, 2004

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) Port Director, CCAS

Consented and Agreed to by
CONTINENTAL AIRLINES, INC.
as of August 30, 2004

By _____

(Title) Staff VP President

AIRPORT CAFETERIA SERVICES CORPORATION
Permittee

By: _____

Print Name: Teddy Marketos

Title: President

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

MG/dmt

TERMS AND CONDITIONS

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

2. The rights granted hereby shall be exercised

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

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

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

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

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

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

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

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

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

Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

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

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

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

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

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

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

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

16. Neither the Commissioners of the Port Authority nor any officer, agent or employee thereof, shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

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

18. The Permittee hereby waives its right to trial by jury in any summary proceeding or action that may hereafter be instituted by the Port Authority against the Permittee in respect of the Space or in any action that may be brought by the Port Authority to recover fees, damages, or other sums payable hereunder. The Permittee shall not interpose any claims as counterclaims in any summary proceeding or action for non-payment of fees which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

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

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

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anyway connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

4. Effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event that upon conducting an examination

and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority/s rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

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

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

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

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

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

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

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

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons including the United States of America resulting from the Permittee's noncompliance with any of the provisions of this Endorsement and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

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

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee.

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

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

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

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

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

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

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

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

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

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

(1) The Permittee in its own name as assured shall secure and pay the premium or premiums for such of the following policies of insurance with respect to which minimum limits are fixed in the schedule below. Each such policy shall be maintained in at least the limit fixed with respect thereto, shall cover the operations of the Permittee under this Permit, and shall be effective throughout the effective period:

SCHEDULE

	Policy	Minimum Limit
(a)	Commercial general liability insurance (to include contractual liability endorsement)	
	(1) Bodily-injury liability:	
	For injury or wrongful death to one person:	$2,000,000.00
	For injury or wrongful death to more than one person in any one occurrence:	$2,000,000.00
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$2,000,000.00
	(3) Products liability:	$ 2,000,000.00
(b)	Automotive liability insurance:	
	(1) Bodily-injury liability	
	For injury or wrongful death to one person:	$
	For injury or wrongful death to more than one person in any one occurrence:	$
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$
(c)	Plate and mirror glass insurance, covering all plate and mirror glass in the premises, and the lettering, signs, or decorations, if any, on such plate and mirror glass:	$
(d)	Boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$
(e)	"Additional Interest" policy of boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$

(2) The Port Authority shall be named as an additional insured in any policy of liability insurance required by this Endorsement, unless the Port Authority shall, at any time during the effective period of this Permit, direct otherwise in writing, in which case the Permittee shall cause the Port Authority not to be so named.

(3) Every policy of insurance on property other than that of the Permittee required by this Endorsement shall name the Port Authority as the owner of property, unless the Space is located in an area as to which the Port Authority is itself a lessee, in which case the Port Authority shall be named as the lessee and the owner shall be named as the owner, and the policy shall be endorsed substantially as follows:

> "Loss, if any, under this policy, as to the interest of the owner and as to the interest of the Port Authority of New York and New Jersey, shall be adjusted solely with the Port Authority, and all proceeds under this policy shall be paid solely to the Port Authority."

(4) The "Additional Interest" policy of boiler and machinery insurance required by this Endorsement shall provide protection under Sections 1 and 2 only of the Insuring Agreements of the form of policy approved for use as of the date hereof by the National Bureau of Casualty Underwriters, New York, New York.

(5) As to any insurance required by this Endorsement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority within ten (10) days after the execution of this Permit. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving ten (10) days' written notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, of if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

(6) Each policy of insurance required by this Endorsement shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

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

The Permittee shall not do or permit to be done any act which

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

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

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

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

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

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

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

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

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

SPECIAL ENDORSEMENTS

1. (a) By agreement of lease, dated as of January 11, 1985 bearing Port Authority file No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease") the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of August 30, 2004 (hereinafter called the "Sublease"), under which the Permittee has agreed to operate certain consumer services in locations the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate at the Terminal a first-class employee cafeteria concession facility offering a wide variety of food and beverage items, as set forth in Exhibit K to the Sublease, which are discounted at least twenty percent (20%) less than the average prices for

comparable food and beverage items charged by other food and beverage concession operators in the public areas of the Terminal, and for no other purpose whatsoever.

The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information)), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special

Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being

operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record- keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Annual Exemption Amount" shall mean the sum of One Million Four Hundred Twenty-eight Thousand Five Hundred Seventy-one Dollars and No Cents ($1,428,571.00) as the same may be reduced by the operation of the proration provisions hereof and as the same may be adjusted pursuant to the Sublease. The Monthly Exemption Amount shall equal one-twelfth of the Annual Exemption Amount.

(vi) "PA Share" shall mean twenty percent (20%).

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of One Hundred Thousand Dollars and No Cents ($100,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Eight Thousand Three Hundred Thirty-three Dollars and Thirty-three Cents ($8,333.33), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit. If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement

Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Enplanements, pursuant to the terms of the Sublease.

(ii) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(iii) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable)) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority an annual percentage rent equivalent to the PA Share of the sum of seven percent (7%) of all gross receipts of the Permittee in excess of the Monthly Exemption Amount arising during the effective period of permission hereunder.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement

Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage stated in paragraph (c) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentage applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentage set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable Monthly Exemption Amount, established for the monthly period, or (B) the applicable percentage set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Annual Exemption Amount, established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable Monthly Exemption Amounts, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Annual Exemption Amount, less the total of all percentage rent payments previously made for such annual period. At any time that the Monthly Exemption Amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable

thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated Annual Exemption Amount(s) established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority the PA Share of all rent payable under this Permit and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) September 1, 2004,

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. The Permittee shall be required to make a minimum initial capital investment (excluding furniture, fixtures and equipment) to ready the Space for initial occupancy and operations in an amount equal to Two Hundred Dollars ($200) per square foot. Nothing herein shall reduce the Permittee's obligations to comply with the Port Authority's Tenant Alteration and Application process and the Airline's design specifications and standards, nor reduce any obligation of the Permittee under the Sublease to maintain, improve or refurbish the Space during the term of the subletting.

SPECIAL ENDORSEMENTS

5. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

> "Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same). Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

SPECIAL ENDORSEMENTS

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

> "If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(e) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) The following clause shall be deemed to have been added to the first sentence of Section 8: "or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier."

(h) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

> "In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(i) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of

SPECIAL ENDORSEMENTS

Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(j) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

(ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".

(iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(k) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

(l) Notwithstanding the provisions of Standard Endorsement 21.1 annexed to this Permit, the Port Authority (as well as the Airline and the Manager) shall be named as an additional insured in any policy of liability insurance required by the provisions of this Permit and each such policy of insurance so required shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(m) The policies referred to in Standard Endorsement 21.1 shall provide or contain an endorsement providing that:

(i) the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority, and

(ii) the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Permittee shall be the same as the

protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person as if the Port Authority were the named insured thereunder,

but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

(n) Without limiting the generality of the provisions of Standard Endorsement 23.1, the Permittee agrees that notwithstanding the sum stated to be the security deposit to be delivered to the Port Authority upon execution of this Permit, the security amount required hereunder shall at all times during the period of permission be an amount equal to at least three (3) months' Guaranteed Rent in cash or bonds (as described in said Standard Endorsement) or at least twelve (12) months' Guaranteed Rent in the form of a clean irrevocable letter of credit satisfactory to the Port Authority and, accordingly, such amount may change from time to time by notice to the Permittee during such period.

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein.

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Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) (i) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(ii) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

SPECIAL ENDORSEMENTS

(1) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, no unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(2) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(3) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to an assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

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9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of any payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority, and payable in the Port of New York District in the amount of Twenty-five Thousand Dollars and No Cents ($25,000.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit

shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security hereunder. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made in accordance with the provisions of this Permit. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to constitute a waiver of any default by the Permittee under the terms of this Permit and all remedies of the Port Authority consequent upon such default shall not be affected by the existence of any recourse to any such letter of credit.

(b) The Permittee hereby certifies that its Federal Tax Identification Number is
(Ex. 1) for the purposes of this Special Endorsement.

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SPECIAL ENDORSEMENTS

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

Initialed:

OAC
For the Port Authority

T.M.
For the Permittee

T.E
For the Airline

Form F - Privilege, All Facilit...
12/4/73

...or Port Authority Use Only :
ANB-931

AVIATION DEPT.
FILE COPY

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

PRIVILEGE PERMIT

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

1. **FACILITY:** Newark Liberty International Airport

2. **PERMITTEE:** AIRPORT CAFES DOMESTIC, LLC doing business as Juan Valdez Cafe, a limited liability entity organized under the laws of the State of Florida.

3. **PERMITTEE'S ADDRESS:** 6910 Northwest 12th Street
Miami, Florida 33126

4. **PERMITTEE'S REPRESENTATIVE:** Raymond Kayal, Jr.

5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit

6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit

7 **EFFECTIVE DATE:** June 27, 2008

8 **EXPIRATION DATE:** March 30, 2013, subject to Special Endorsement No. 16 of the Permit, unless sooner revoked as provided in Section 1 of the following Terms and Conditions

9. ENDORSEMENTS: 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 21.1, 22, 28 and Exhibit A, Exhibit X, Schedule G, and Specials

Dated: As of June 27, 2008

Consented and Agreed to by
CONTINENTAL AIRLINES, INC.
As of June 27, 2008

By _____

Print Name _____

(Title) President

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) Asst. Director, CCAS

AIRPORT CAFES DOMESTIC, LLC
Permittee
NewsLink F & B, LLC(FKA NewsLink Cafes, LLC)
By a Florida limited liability company, managing member*

Print Name Raymond J. Kayal, Jr.

(Title) ~~President of NewsLink Group, LLC~~ Non-member ~~Manager/Member~~ Manager PRESIDENT

*By NEWSLINK GROUP, LLC, NON-MEMBER MANAGER

Consented and Agreed to by
NEWSLINK GROUP, LLC, Guarantor
As of June 27, 2008

By _____

Print Name Raymond J. Kayal, Jr.

(Title) ~~Member/Manager~~ PRESIDENT

Consented and Agreed to by
NFCGC INVESTMENTS, INC, Guarantor
As of June 27, 2008

By _____

Print Name JUAN E. DEQUZ

(Title) President

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

OPC

MLG/NEI

TERMS AND CONDITIONS

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

2. The rights granted hereby shall be exercised

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

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

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

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

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

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

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

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

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

demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

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

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13 As used herein:

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

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

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

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

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

16. No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

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

18. The Permittee hereby waives its right to trial by jury in any action that may hereafter be instituted by the Port Authority against the Permittee in respect of the permission granted hereunder and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Permit The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

19. Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Permittee shall continue to perform the privilege granted under this Permit, after the expiration, revocation or termination of the effective period of the permission granted under this Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination, and ending on the date that the Permittee shall cease to perform the privilege at the Airport under the Permit, equal to twice the sum of the monthly fee under the Permit Nothing herein contained shall give, or be deemed to give, the Permittee any right to continue to perform the privilege granted under this Permit at the Airport after the expiration, revocation or termination of the effective period of the permission granted under

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

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

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

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

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anyway connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of

such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

4. Effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event that upon conducting an examination and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

STANDARD ENDORSEMENT NO. 4.1
MERCHANDISE AND/OR SERVICES
All Airports
7/21/49

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

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

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

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

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

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

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

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

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons, including the United States of America, resulting from the Permittee's noncompliance with any of the provisions of this Endorsement, and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

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

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

may be placed therein; said receptacles being provided and maintained by the Permittee. The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

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

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

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

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

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

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

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

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

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

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

(1) The Permittee in its own name as assured shall secure and pay the premium or premiums for such of the following policies of insurance with respect to which minimum limits are fixed in the schedule below. Each such policy shall be maintained in at least the limit fixed with respect thereto, shall cover the operations of the Permittee under this Permit, and shall be effective throughout the effective period:

SCHEDULE

	Policy	Minimum Limit
(a)	Commercial general liability insurance (to include contractual liability endorsement)	
	(1) Bodily-injury liability:	
	For injury or wrongful death to one person:	$2,000,000.00
	For injury or wrongful death to more than one person in any one occurrence:	$2,000,000.00
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$2,000,000.00
	(3) Products liability:	$2,000,000.00
	(4) Liquor Liability:	$2,000,000.00
(b)	Automotive liability insurance:	
	(1) Bodily-injury liability	
	For injury or wrongful death to one person:	$
	For injury or wrongful death to more than one person in any one occurrence:	$
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$
(c)	Plate and mirror glass insurance, covering all plate and mirror glass in the premises, and the lettering, signs, or decorations, if any, on such plate and mirror glass:	$
(d)	Boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$
(e)	"Additional Interest" policy of boiler and machinery	

insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space: $

(2) The Port Authority shall be named as an additional insured in any policy of liability insurance required by this Endorsement, unless the Port Authority shall, at any time during the effective period of this Permit, direct otherwise in writing, in which case the Permittee shall cause the Port Authority not to be so named.

(3) Every policy of insurance on property other than that of the Permittee required by this Endorsement shall name the Port Authority as the owner of property, unless the Space is located in an area as to which the Port Authority is itself a lessee, in which case the Port Authority shall be named as the lessee and the owner shall be named as the owner, and the policy shall be endorsed substantially as follows:

> "Loss, if any, under this policy, as to the interest of the owner and as to the interest of the Port Authority of New York and New Jersey, shall be adjusted solely with the Port Authority, and all proceeds under this policy shall be paid solely to the Port Authority."

(4) The "Additional Interest" policy of boiler and machinery insurance required by this Endorsement shall provide protection under Sections 1 and 2 only of the Insuring Agreements of the form of policy approved for use as of the date hereof by the National Bureau of Casualty Underwriters, New York, New York.

(5) As to any insurance required by this Endorsement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority within ten (10) days after the execution of this Permit. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving ten (10) days' written notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, of if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

(6) Each policy of insurance required by this Endorsement shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

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

The Permittee shall not do or permit to be done any act which

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

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

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

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

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

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

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

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

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

SPECIAL ENDORSMENTS

1. (a) By agreement of lease, dated as of January 11, 1985 bearing Port Authority file No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease") the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of June 27, 2008 (hereinafter called the "Sublease"), under which the Permittee has agreed to operate certain consumer services in locations the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate at the Terminal a first-class food and beverage concession to sell Juan Valdez brand coffee drinks, tea, water, soda, juices, pre-made sandwiches, baked goods including empanadas and other Latino pastries, yogurt and fruit as well as retail merchandise as is typically sold in Tenant's other stores operating under the trade name "Juan Valdez Cafe"; provided that such accessories do not exceed 10% of the sales display area portion of the floor area of the space, and such other related products

may be consented to in advance by the Airline and the Port Authority, and for no other purpose whatsoever.

(c) The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefore, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

(d) The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information)), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been

treated as a sale in or from the Space pursuant to Permittee's record- keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Annual Exemption Amount" shall mean the sum of Five Hundred Thousand Dollars and No Cents ($500,000.00) as the same may be reduced by the operation of the proration provisions hereof and as the same may be adjusted pursuant to the Sublease. The Monthly Exemption Amount shall equal one-twelfth of the Annual Exemption Amount.

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of Seventy-five Thousand Dollars and No Cents ($75,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Six Thousand Two Hundred Fifty Dollars and No Cents ($6,250.00), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit. If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Enplanements, pursuant to the terms of the Sublease.

(ii) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in

subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(iii) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable)) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority a monthly percentage rent equivalent to the PA Share equal to fifteen percent (15%) of all gross receipts of the Permittee in excess of Fourty-one Thousand Six Hundred Sixty-six Dollars and Sixty-seven Cents ($41,666.67), the Monthly Exemption Amount, arising during the effective period of permission hereunder.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage(s) stated in paragraph (c) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentages applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentage(s) set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable Monthly Exemption Amount, established for the monthly period, or (B) the applicable percentages set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the

applicable Annual Exemption Amount, established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable Monthly Exemption Amounts, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Annual Exemption Amount, less the total of all percentage rent payments previously made for such annual period. At any time that the Monthly Exemption Amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated Annual Exemption Amount(s) established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) May 30, 2008,

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. The Permittee shall be required to make a minimum initial capital investment (excluding furniture, fixtures and equipment) to ready the Space for initial occupancy and operations in an amount equal to Two Hundred Dollars ($200) per square foot. Nothing herein shall reduce the Permittee's obligations to comply with the Port Authority's Tenant Alteration and Application process and the Airline's design specifications and standards, nor reduce any obligation of the Permittee under the Sublease to maintain, improve or refurbish the Space during the term of the subletting.

5. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section I of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

> "Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in

connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same). Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

"If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefore within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(e) Paragraph (a) of Section 6 of the foregoing Terms and Conditions shall be deemed deleted in its entirety and the following new paragraph (a) shall be substituted in lieu thereof:

"(a) Without in any manner affecting the obligations of the Airline under the Airline Lease and under this Permit, and notwithstanding the terms and conditions of the Sublease, the Permittee shall make repairs and replacements in, at or about the Space as if it were the Airline under the Airline Lease. In addition, the Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, and the City of New York, from and against (and shall reimburse the Port Authority for its costs and expenses including attorneys' fees and other legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Permit by the Permittee or out of its operations under the Sublease or at the Space or out of the use or occupancy of the Space by the Permittee or others with its consent, or out of any other acts or omissions of the Permittee, its officers, employees, agents, representatives, contractors, members (in their capacity as members of the Permittee if it is a limited liability entity), managers (in their capacity as managers of the Permittee if it is a limited liability entity), partners (if Permittee is a partnership), customers, invitees and other persons who are doing business with the Permittee or who are at the Space or the Terminal with the consent of the Permittee, or out of any other acts or omissions of the Permittee, its officers and employees at the Airport including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Airline Lease) whereby the Port Authority has agreed to indemnify the City of New York against claims. However, all acts and omissions of the Permittee shall be deemed to be acts and omissions of the Airline under the Airline Lease and the Airline shall also be severally responsible therefore, including but not limited to the obligations of indemnification, repair and replacement."

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

"In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

like effect with respect to any claim or action against the Permittee by the Port Authority, and

(ii) the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Permittee shall be the same as the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person as if the Port Authority were the named insured thereunder,

but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

(m) Without limiting the generality of the provisions of Standard Endorsement 23.1, the Permittee agrees that notwithstanding the sum stated to be the security deposit to be delivered to the Port Authority upon execution of this Permit, the security amount required hereunder shall at all times during the period of permission be an amount equal to at least three (3) months' Guaranteed Rent in cash or bonds (as described in said Standard Endorsement) or at least twelve (12) months' Guaranteed Rent in the form of a clean irrevocable letter of credit satisfactory to the Port Authority and, accordingly, such amount may change from time to time by notice to the Permittee during such period.

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been

consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

(g) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, not unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(2) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(3) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to an assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs,

alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of an payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority, and payable in the Port of New York District in the amount of Twenty-five Thousand Dollars and No Cents ($25,000.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean

and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security hereunder. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made in accordance with the provisions of this Permit. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to constitute a waiver of any default by the Permittee under the terms of this Permit and all remedies of the Port Authority consequent upon such default shall not be affected by the existence of any recourse to any such letter of credit.

(Ex. 1) (b) The Permittee hereby certifies that its Federal Tax Identification Number is . for the purposes of this Special Endorsement.

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

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

above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreement. Further, the Permittee agrees to comply with the terms and provisions of Schedule G, attached hereto and hereto made a part hereof.

14. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under this Permit, the Permittee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Permittee recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Permittee shall immediately give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all impending or existing labor-related disruptions and the progress thereof.

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Permittee at the Terminal, or against its operations thereat pursuant to this Permit, which in the opinion of the Port Authority (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(b) Labor peace agreement. The Permittee represents that, prior to or upon entering into this Supplemental Agreement, it has delivered to the Port Authority evidence of a signed labor peace agreement, in the form attached hereto as Exhibit X or, in the event Exhibit X is inapplicable, then a signed officer's certification to such effect in the required form provided by the Port Authority.

(c) Employee Retention. If the Permittee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Space (the "Predecessor Concession"), the Permittee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Permittee at the Space. The foregoing requirement shall be subject to the Permittee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Permitte shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space. The

Port Authority shall have the right to demand from the Permittee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision. In the event the Permittee fails to comply with this provision, the Port Authority have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(d) Applicability of Provision. The provisions of this section shall apply to concession operators which employ ten (10) or more persons at the Space.

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SPECIAL ENDORSMENTS

16. The Expiration Date of this Permit shall be March 30, 2013; provided, however, that if the term of the letting to the Airline under the Airline Lease is extended beyond March 30, 2013, then the period of permission granted under this Permit shall be the earlier of: (i) the day prior to the expiration date of the term of the letting of the Airline Lease, as extended; or (ii) the 7th anniversary of the Rent Commencement Date. The Airline shall confirm the actual date of the expiration date in a written letter to the Permittee, a copy of which letter shall be delivered contemporaneously to the Port Authority.

For the Port Authority

Initialed:

For the Permittee

For the Airline

For the Guarantor

For the Guarantor

EXHIBIT A

GUARANTY

THIS GUARANTY ("Guaranty") is made and entered into as of this ___ day of _____, ____, by _____ ("Guarantor"), to and for the benefit of **CONTINENTAL AIRLINES, INC.** ("Landlord") and **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("Authority").

WITNESSETH.

WHEREAS, Landlord and _____ ("Tenant") have entered into that certain sublease dated _____, (the "Sublease"), for the Premises located in Terminal C of Newark International Airport, as more fully described in the Sublease;

WHEREAS, Guarantor will derive financial benefits from Tenant's use and occupancy of the Premises;

WHEREAS, it is a condition precedent to all of the obligations of Landlord pursuant to the Sublease, that Guarantor shall have executed and delivered this Guaranty.

NOW, THEREFORE, in consideration of and as an inducement to the execution of the Sublease by Landlord, and in consideration of the above recitals and other good and valuable consideration paid by Landlord to Guarantor and intending to be legally bound hereby, Guarantor does hereby covenant and agree as follows:

1. Guarantor hereby absolutely, unconditionally and irrevocably guarantees to Landlord and the Authority that Guarantor is and shall be directly and jointly and severally liable to Landlord and the Authority, for the full and prompt payment of all rents, additional rents and any and all other charges payable by Tenant under the Sublease, when due, whether by acceleration or otherwise, and the full, faithful and prompt performance and observance of all the covenants, terms, conditions and agreements of the Sublease to be performed and observed by Tenant, and Guarantor does hereby become surety to Landlord and the Authority, and their respective successors and assigns, for and with respect to all of Tenant's obligations under this Sublease.

2. Guarantor does hereby covenant and agree to and with Landlord and the Authority, that if default shall at any time be made by Tenant, in the payment of any such rents or other sums or charges payable by Tenant under the Sublease or in the performance of any of the covenants, terms, conditions or agreements contained in the Sublease, Guarantor will forthwith pay such rent or other sums or charges to Landlord, and any arrears thereof (including, without limitation, any and all interest or additional charges as provided in the Sublease), and will forthwith faithfully perform and fulfill all of such covenants, terms, conditions and agreements, and will forthwith pay to Landlord and the Authority all damages and all costs and expenses that may arise in consequence of any default by Tenant, under the Sublease (including, without limitation, all attorneys' fees and any and all expenses incurred by Landlord or the Authority or caused by any such default and/or by the enforcement of this Guaranty).

3. This Guaranty is an absolute and unconditional guaranty of payment and of performance and is a surety agreement. Guarantor's liability hereunder is direct and may be enforced immediately without Landlord or the Authority being required to resort to any other right, remedy or security and this Guaranty shall be enforceable immediately against Guarantor, without the necessity for any suit or proceedings on Landlord's part of any kind or nature whatsoever against Tenant, and without the necessity of any notice of non-payment, non-performance or non-

observance or the continuance of any such default or of any notice of acceptance of this Guaranty or of Landlord's or the Authority's intention to act in reliance herein or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no manner be terminated, affected, or impaired by reason of the assertion or the failure to assert by Landlord or the Authority against Tenant, or of any of the rights or remedies reserved to Landlord or the Authority pursuant to the provisions of the Sublease.

4. This Guaranty shall be a continuing Guaranty, and (whether or not Guarantor shall have notice or knowledge of any of the following) the liability and obligation of Guarantor hereunder shall be absolute and unconditional irrespective of: (i) any amendment or modification of, or supplement to, or extension or renewal of the Sublease or any assignment or transfer thereof or sublease of the Premises; (ii) any exercise or non-exercise of any right, power, remedy or privilege under or in respect of the Sublease or this Guaranty or any waiver, consent or approval by Landlord or the Authority with respect to any of the covenants, terms, conditions or agreements contained in the Sublease or any indulgences, forbearances or extensions of time for performance or observance allowed to Tenant from time to time, at any time and for any length of time; (iii) any lack of validity or enforceability of the Sublease or any other agreement or instrument relating thereto; (iv) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition or liquidation or similar proceedings relating to Tenant, or its properties or creditors; (v) any impairment, modification, change, release or limitation of liability or obligation of Tenant under the Sublease (including, but not limited to, any disaffirmance or abandonment by a trustee of Tenant), resulting from the operation of any present or future provision of the United States Bankruptcy Code, as amended, or any other similar federal or state statute, or from the decisions of any court; (vi) any other circumstances which might otherwise constitute a defense available to, or a discharge of, the Tenant in respect of the Sublease or the Guarantor in respect of this Guaranty. This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any rents, additional rents and any and all other charges by Tenant, under the Sublease, or performance and observance of any and all of the covenants, terms, conditions and agreements of the Sublease to be performed and observed by Tenant, under the Sublease are rescinded, cancelled or otherwise must be returned by Landlord upon the insolvency, bankruptcy or reorganization of the Tenant, all as though such payment had not been made and/or performance and observance had not occurred.

5. All of Landlord's and the Authority's rights and remedies under the Sublease and under this Guaranty are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others. No termination of the Sublease or taking or recovering of the premises demised thereby shall deprive Landlord or the Authority of any of its rights and remedies against Guarantor under this Guaranty. This Guaranty shall apply to Tenant's obligations thereunder during the original term thereof in accordance with the original provisions thereof.

6. Guarantor represents and warrants to Landlord that (a) it is duly incorporated, validly existing and in good standing under the laws of the State of Delaware; (b) the making, executing and delivery of this Guaranty does not require any vote or consent of either the Board of Directors or shareholders of Guarantor; and (c) that the officer executing this Guaranty has been duly authorized.

7. As a further inducement to Landlord to make and enter into the Sublease and perform its obligations thereunder, and in consideration thereof, Guarantor covenants and agrees that in any

action or proceeding brought on, under or by virtue of this Guaranty, Guarantor shall and does hereby waive trial by jury. Guarantor agrees to pay Landlord's and the Authority's reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempted collection or in any negotiations relative to the obligations hereby guaranteed or in enforcing this Guaranty against the undersigned, individually, jointly and severally.

8. This Guaranty shall be legally binding upon Guarantor, its successors and assigns and shall inure to the benefit of Landlord and the Authority, and their respective successors and assigns. The word "Tenant" is used herein to include each and every of the persons named above as Tenant, be the same one or more, as well as their permitted heirs, personal representatives, successors and assigns.

9. This Guaranty shall be governed by, and construed in accordance with, the laws of the State of New Jersey.

IN WITNESS WHEREOF, Guarantor, intending to be legally bound hereby, has caused this Guaranty to be executed and delivered by its officer thereunto duly authorized as of the date first written above.

ATTEST: **(Insert Guarantor)**

_____ By_____(SEAL)

Address: _____
_____
_____

Telephone: _____

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ known to me to be the _____ and _____ known to me to be the _____, of _____, the corporation that executed the within Instrument, known to me to be persons who executed the within Instrument, on behalf of the corporation herein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board or directors.

WITNESS my hand and official seal the day and year in this certificate first above written.

_____
Notary Public in and for
said County and State

(SEAL) My Commission Expires_____

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

AIRPORT CAFES DOMESTIC, LLC (the "Company") has complied with Board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY: AIRPORT CAFES DOMESTIC, LLC	FOR THE UNION: [Insert Name of Labor Organization]
BY:_____	BY:_____
DATE:_____	DATE:_____

SCHEDULE G

Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation

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

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

Qualification as an ACDBE

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

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed $47.78 million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged

established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

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

General

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

Initialed:

For the Port Authority

For the Permittee

For the Airline

For the Guarantor

For the Guarantor

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

AIRPORT CAFES DOMESTIC, LLC (the "Company") has complied with Board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:
AIRPORT CAFES DOMESTIC, LLC

BY: _____

DATE: 3/13/09

FOR THE UNION:
[Insert Name of Labor Organization]

BY: _____

DATE: 3/13/09

Form F - Privilege, All Facilities
12/4/73

:For Port Authority Use Only :

:ANB-173 :

AVIATION DEPT.
FILE COPY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
One World Trade Center
New York, New York 10048

PRIVILEGE PERMIT

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

1. **FACILITY:** **Newark International Airport**

2 **PERMITTEE:** **News Emporium, Inc.**, a New Jersey corporation

3. **PERMITTEE'S ADDRESS:** 34 Kennedy Boulevard
East Brunswick, New Jersey 08816

4. **PERMITTEE'S REPRESENTATIVE:** Robert Crews

5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 herein

6. **FEES:** As set forth in Special Endorsement No. 2 herein

7. **EFFECTIVE DATE:** February 15, 2000

8. **EXPIRATION DATE:** September 14, 2008, unless sooner revoked as provided in Section 1 of the following Terms and Conditions

9. **ENDORSEMENTS: 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 21.1, 23.2, 28 and SPECIAL**

Dated: As of February 15, 2000

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: _____

(Title): FRANCIS A. DIMOLA
ASSISTANT DIRECTOR
AVIATION DEPT.

APPROVED:
FORM | TERMS

CONSENTED AND AGREED TO
BY CONTINENTAL AIRLINES, INC.

By: _____

(Title) Holden Shannon
Vice President
Corporate Real Estate
& Environmental Affairs
President

NEWS EMPORIUM, INC.

By: _____

(Title): C.E.O President

TERMS AND CONDITIONS

1. The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition hereof, it may be revoked at any time by the Port Authority, with or without cause, and with or without prior notice. Unless sooner revoked, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

2. The rights granted hereby shall be exercised

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

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

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

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

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

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

4. The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and the employees shall wear appropriate

storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

(a) The term "Executive Director" shall mean the person or persons from time to-time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the

Permittee, it shall mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

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

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail-addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail addressed to the Executive Director of the Port Authority at One World Trade Center, New York, New York 10048, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

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

16. Neither the Commissioners of the Port Authority nor any officer, agent or employee thereof, shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

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

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

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

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

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anywise connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

STANDARD ENDORSEMENT NO. 4.1
MERCHANDISE AND/OR SERVICES
All Airports
7/21/49

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority/s rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefore at the Airport;

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

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

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

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

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

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

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons including the United States of America resulting from the Permittee's noncompliance with any of the provisions of this Endorsement and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

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

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee. The receptacles shall be kept covered except when filling or emptying the same. The

Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

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

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

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

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

The Permittee shall provide and its employees shall wear carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

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

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

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

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

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

STANDARD ENDORSEMENT NO. 19.3
PARTICULAR FACILITY
Newark International Airport
03/15/74

(a) The Permittee in its own name as insured shall secure and pay the premium or premiums for such of the following policies of insurance affording those coverages as to which minimum limits are fixed in the schedule set forth below. Each such policy shall be maintained in at least the limit fixed with respect thereto, shall cover the operations of the Permittee under this Permit, and shall be effective throughout the term of the letting.

SCHEDULE

	Policy	Minimum Limit
(1)	Comprehensive general liability insurance (to include contractual liability endorsement)including premises operations and completed operations	
	(i) Bodily-injury liability:	
	For injury or wrongful death to one person:	$2,000,000.00
	For injury or wrongful death to more than one person in any one occurrence:	$2,000,000.00
	(ii) Property-damage liability: For all damages arising out of injury to or destruction of property in any one occurrence:	$2,000,000.00
	(iii) Products liability:	$2,000,000.00
(2)	Automotive liability insurance:	
	(i) Bodily-injury liability	
	For injury or wrongful death to one person:	$
	For injury or wrongful death to more than one person in any one occurrence:	$
	(ii) Property-damage liability: For all damages arising out of injury to or destruction of property in any one occurrence:	$
(3)	Plate and mirror glass insurance, covering all plate and mirror glass in the premises, and the lettering, signs, or decorations, if any, on such plate and mirror glass:	$
(4)	Boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Lessee in the premises:	$
(5)	"Additional Interest" policy of boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Lessee in the premises:	$
(6)	Garagekeepers' legal liability:	$

(b) The Port Authority shall be named as an additional insured in any policy of liability insurance required by this Endorsement, unless the Port Authority shall, at any time during the term of the letting under this Permit, direct otherwise in writing, in which case the Permittee shall cause the Port Authority not to be so named.

(c) In any policy of insurance on property other than that of the Permittee required by this Endorsement, the Port Authority shall be named as the owner except that as to property as to which the Port Authority is itself a lessee, the Port Authority shall be named as the lessee and the owner shall be named as the owner. Each shall be endorsed substantially as follows:

> "Loss, if any, under this policy, as to the interest of the owner and as to the interest of the Port Authority of New York and New Jersey, shall be adjusted solely with the Port Authority and all proceeds under this policy shall be paid solely to the Port Authority."

(d) Any "Additional Interest" policy of boiler and machinery insurance required by this Endorsement shall provide protection under Sections 1 and 2 only of the Insuring Agreements of the form of policy approved for use as of the date hereof by the Insurance Rating Board, New York, New York.

(e) As to any insurance required by this Endorsement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority within ten (10) days after the execution of this Permit. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving ten (10) days' written advance notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy, except for any policy expiring after the date of expiration of the term of the letting under this Permit, as the same may be form time to time extended. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, of if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

(f) Each policy of insurance required by this Endorsement shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(a) Upon the execution of this Agreement by the Lessee and delivery thereof to the Port Authority, the Lessee shall deposit with the Port Authority (and shall keep deposited throughout the letting under this Agreement) either the sum of **FIFTY THOUSAND DOLLARS AND NO CENTS ($50,000.00)** in cash, or bonds of the United States of America, or of the State of New Jersey, or of the State of New York, or of The Port Authority of New York and New Jersey, having a market value of that amount, as security for the full, faithful and prompt performance of and compliance with, on the part of the Lessee, all of the terms, provisions, covenants and conditions of this Agreement on its part to be fulfilled, kept, performed or observed. Bonds qualifying for deposit hereunder shall be in bearer form but if bonds of that issue were offered only in registered form, then the Lessee may deposit such bond or bonds in registered form, provided, however, that the Port Authority shall be under no obligation to accept such deposit of a bond in registered form unless such bond has been re-registered in the name of the Port Authority (the expense of such re-registration to be borne by the Lessee) in a manner satisfactory to the Port Authority. The Lessee may request the Port Authority to accept a registered bond in the Lessee's name and if acceptable to the Port Authority the Lessee shall deposit such bond together with a bond power (and such other instruments or other documents as the Port Authority may require) in form and substance satisfactory to the Port Authority. In the event the deposit is returned to the Lessee any expenses incurred by the Port Authority in re-registering a bond to the name of the Lessee shall be borne by the Lessee. In addition to any and all other remedies available to it, the Port Authority shall have the right, at its option, at any time and from time to time, with or without notice, to use the deposit or any part thereof in whole or partial satisfaction of any of its claims or demands against the Lessee. There shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of the deposit itself shall cure any default or breach of this Agreement on the part of the Lessee. With respect to any bonds deposited by the Lessee, the Port Authority shall have the right, in order to satisfy any of its claims or demands against the Lessee, to sell the same in whole or in part, at any time and from time to time, with or without prior notice at public or private sale, all as determined by the Port Authority, together with the right to purchase the same at such sale free of all claims, equities or rights or redemption of the Lessee. The Lessee hereby waives all right to participate therein and all right to prior notice or demand of the amount or amounts of the claims or demands of the Port Authority against the Lessee. The proceeds of every such sale shall be applied by the Port Authority first to the costs and expenses of the sale (including but not limited to advertising or commission expenses) and then to the amounts due the Port Authority from the Lessee. Any balance remaining shall be retained in cash toward bringing the deposit to the sum specified above. In the event that the Port Authority shall at any time or times so use the deposit, or any part thereof, or if bonds shall have been deposited and the market value thereof shall have declined below the above-mentioned amount, the Lessee shall, on demand of the Port Authority and within two (2) days thereafter, deposit with the Port Authority additional cash or bonds so as to maintain the deposit at all times to the full amount above stated, and such additional deposits shall be subject to all the conditions of this Section. After the expiration or earlier termination of the letting under this Agreement as the said letting may have been extended, and upon condition that the Lessee shall then be in no wise in default under any part of this Agreement, as this Agreement may have been amended or extended (or both), and upon written request therefor by the Lessee, the Port Authority will return the deposit

to the Lessee less the amount of any and all unpaid claims and demands (including estimated damages) of the Port Authority by reason of any default or breach by the Lessee of this Agreement or any part thereof. The Lessee agrees that it will not assign or encumber the deposit. The Lessee may collect or receive any interest or income earned on bonds and interest paid on cash deposited in interest-bearing bank accounts, less any part thereof or amount which the Port Authority is or may hereafter be entitled or authorized by law to retain or to charge in connection therewith, whether as or in lieu of an administrative expense, or custodial charge, or otherwise; provided however, that the Port Authority shall not be obligated by this provision to place or to keep cash deposited hereunder in interest-bearing bank accounts.

(b) The Lessee may at any time during the term of the letting under this Agreement offer to deliver to the Port Authority, as security for all obligations of the Lessee under this Agreement, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District, in favor of the Port Authority in the amount of **FIFTY THOUSAND DOLLARS AND NO CENTS ($50,000.00).** The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the term of the letting under this Agreement and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent satisfactory letter. Upon notice of cancellation of a letter of credit the Lessee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by security in accordance with paragraph (a) of this Standard Endorsement or another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security under paragraph (a) of this Standard Endorsement. Failure to provide such a letter of credit at any time during the term of the letting, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Agreement on the part of the Lessee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Lessee made thereafter, the Port Authority will return the security deposit, if any, theretofore made under and in accordance with the provisions of paragraph (a) of this Standard Endorsement. The Lessee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the letting and fulfillment of the obligations of the Lessee under this Agreement. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Lessee, on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount.

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

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

SPECIAL ENDORSEMENTS

1. (a) By agreement of lease, dated as of January 11, 1985 bearing Port Authority file No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the"Airline Lease") the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of February 15, 2000, as amended by the First Amendment to Amended and Restated Sublease dated as of May 15, 2000 (said sublease agreement as the same has been and may hereafter be amended or supplemented being called the "Sublease"), under which the Permittee has agreed to operate certain consumer services in locations the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate one (1) concession at the Terminal for the sale at retail of hard cover

books, paperback books, audio cassette books, book related accessories, and the incidental sale at retail of magazines (limited to top thirty titles only), calendars, organizers and posters, provided, however, that the display and sale of such incidental items shall not exceed more than 15% of the sales display area of the floor area of the subleased premises, and for no other purpose or purposes whatsoever.

The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information)), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, if separately stated, which must be given by Permittee on sales of merchandise and services to the Airline's employees (evidenced by a valid Continental Airlines ID Badge), Port Authority's employees (evidenced by a valid Port Authority ID Card) and other individuals employed at the Airport (who can demonstrate to the reasonable satisfaction of Permittee that such individuals are employed at the Airport), and the Permittee's employees, and limited in amount to not more than one percent (1%) of Permittee's gross receipts per lease month for discounts given to the Permittee's employees and not more than ten percent (10%) of the Permittee's gross receipts per lease month for discounts given to the Airline's employees, Port Authority's

employees and other individuals employed at the Airport as aforesaid. The "customary discounts" required in the foregoing sentence to other than the Permittee's employees shall be in the minimum amount of ten percent (10%) as compared to Permittee's normal, non-sale prices for the same products, merchandise and/or services to the general public; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record-keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Annual Exemption Amount" shall mean the sum of One Million Six Hundred Sixty-six Thousand Six Hundred Sixty-six Dollars and Ninety Cents ($1,666,666.90) as the same may be reduced by the operation of the proration provisions hereof and as the same may be adjusted pursuant to the Sublease. The Monthly Exemption Amount shall equal one-twelfth of the Annual Exemption Amount.

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent as follows:

(1) for the period from May 5, 2000 to and including May 14, 2004, at the rate of One Hundred Eighty-Four Thousand Eight Hundred Seventy-Five Dollars and No Cents ($184,875.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Fifteen

Thousand Four Hundred Six Dollars and Twenty-Five Cents ($15,406.25), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during said period. If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. Further, the installment of the Guaranteed Rent payable on May 1, 2004 shall be the sum of (x) the amount of the installment described in this paragraph prorated on a daily basis for the period May 1, 2004 through May 14, 2004 and (y) the amount of the installment described in the succeeding subparagraph (2) prorated on a daily basis for the period May 15, 2004 through May 31, 2004;

(2) for the period from May 15, 2004 to and including May 14, 2005, at the rate of One Hundred Ninety-Seven Thousand Four Hundred Seventy-Nine Dollars and Twenty Cents ($197,479.20) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Sixteen Thousand Four Hundred Fifty-Six Dollars and Sixty Cents ($16,456.60), on May 1, 2004 (pro-rated as hereinabove described) and on the first day of each calendar month thereafter occurring during said period. The installment of the Guaranteed Rent payable on May 1, 2005 shall be the sum of (x) the amount of the installment described in this paragraph prorated on a daily basis for the period May 1, 2005 through May 14, 2005 and (y) the amount of the installment described in the succeeding subparagraph (3) prorated on a daily basis for the period May 15, 2005 through May 31, 2005; and

(3) for the period from May 15, 2000 to and including September 14, 2008, at the rate of Two Hundred Thousand Dollars and No Cents ($200,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($16,666.67), on May 1, 2005 (pro-rated as hereinabove described) and on the first day of each calendar month thereafter occurring during the said period.

The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Enplanements, pursuant to the terms of the Sublease.

(ii) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(iii) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable)) be remitted on its behalf directly, and payable to, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority an annual percentage rent equivalent to the PA Share of the following percentage of the Permittee's gross receipts arising during the effective period of permission hereunder: twelve percent (12%) of all gross receipts of the Permittee in excess of the Annual Exemption Amount. The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage(s) stated in paragraph (c) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentages applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentage set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made is in excess of the applicable Monthly Exemption Amount, established for the monthly period, or

(B) the applicable percentage set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made is in excess of the applicable Annual Exemption Amount, established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable Monthly Exemption Amount, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Annual Exemption Amount, less the total of all percentage rent payments previously made for such annual period. At any time that a Monthly Exemption Amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permitee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated Annual Exemption Amount established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) sixty (60) days after the date of delivery of the Space to the Permittee, or

(c) May 15, 2000,

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Sublease as modified by the Addenda thereto. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the Rent Commencement Date hereunder.

4. The Permittee shall be required to make a minimum initial capital investment (excluding furniture, fixtures and equipment) to ready the Space for initial occupancy and operations in an amount equal to Two Hundred Dollars ($200) per square foot. Nothing herein shall reduce the Permittee's obligations to comply with the Port Authority's Tenant Alteration and Application process and the Airline's design specifications and standards, nor reduce any obligation of the Permittee under the Sublease to maintain, improve or refurbish the Space during the term of the subletting.

5. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

> "Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination."

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

> "If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) That portion of the second paragraph of Section 5 of the foregoing Terms and Conditions following the word "Facility" was deleted.

(e) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(f) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

(g) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark International Airport and/or the Terminal.

(h) The last sentence of the first paragraph of Section 8 was deleted and the following clause shall be deemed to have been added to the first sentence of the said first paragraph: "or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier." In addition, the word ", termination" shall be deemed to have been inserted after the word "expiration" in the first line of the last paragraph of Section 8.

(i) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

> "In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(j) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(k) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

(ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".

(iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean"rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(l) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

(m) Notwithstanding the provisions of Standard Endorsement 21.1 annexed to this Permit, the Port Authority (as well as the Airline and the Manager) shall be named as an additional insured in any policy of liability insurance required by the provisions of this Permit and each such policy of insurance so required shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(n) The policies referred to in Standard Endorsement 21.1 shall provide or contain an endorsement providing that:

(i) the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and

apply with like effect with respect to any claim or action against the Permittee by the Port Authority, and

(ii) the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Permittee shall be the same as the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person as if the Port Authority were the named insured thereunder,

but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

(o) Without limiting the generality of the provisions of Standard Endorsement 23.1, the Permittee agrees that notwithstanding the sum stated to be the security deposit to be delivered to the Port Authority upon execution of this Permit, the security amount required hereunder shall at all times during the period of permission be an amount equal to at least three (3) months' Guaranteed Rent and, accordingly, such amount may change from time to time by notice to the Permittee during such period.

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline

under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of an payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. The Permittee represents that for purposes of Standard Endorsement No. 23.1 its Federal tax identification number is

AET

For the Port Authority

Initialed:

BG

For the Permittee

HS

For the Airline

THIS ASSIGNMENT WITH ASSUMPTION AND CONSENT SHALL NOT BE BINDING UPON THE PORT AUTHORITY UNTIL DULY EXECUTED BY AN EXECUTIVE OFFICER THEREOF AND DELIVERED TO THE ASSIGNOR AND ASSIGNEE BY AN AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

AVIATION DEPT.
FILE COPY

Port Authority Permit No. ANB- 173
Supp. No. 1
Facility: Newark International Airport

SUPPLEMENTAL AGREEMENT AND ASSIGNMENT WITH ASSUMPTION AND CONSENT AGREEMENT

THIS AGREEMENT, made as of the 1st day of November, 2000 (hereinafter called the "Effective Date"), by and among THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called the "Port Authority"), NEWS EMPORIUM, INC., a New Jersey corporation (hereinafter called the "Assignor") and WORLD CONCOURSE VENTURES, LLC, a Delaware limited liability company (hereinafter called the "Assignee"), having an office and place of business at 4929 Wilshire Boulevard, #1010, Los Angeles, CA 90010, whose representative is Dale Mason Cochran,

WITNESSETH, That:

WHEREAS, the Assignor and Continental Airlines, Inc. (hereinafter called the "Airline") have heretofore entered into a sublease agreement dated as of February 15, 2000, as amended May 15, 2000 (hereinafter called the "Sublease") for the operation of a concession in Terminal C at Newark International Airport (hereinafter called the "Airport"), as as more particularly described in the Sublease; and

WHEREAS, the Port Authority and the Assignor have heretofore entered into a permit made as of February 15, 2000 and bearing Port Authority Permit No. ANB-173 (as the same has been and may hereafter be amended or supplemented being called the "Permit"), pursuant to which the Port Authority granted the Assignor the privilege to operate a concession at Terminal C at the Airport, all as more particularly described in the Permit; and

WHEREAS, the Assignor desires to assign the Sublease to the Assignee and the Assignee desires to assume said Sublease subject to the consent of the Airline which consent has been provided and, in addition, the Assignor desires to assign the Permit to the Assignee and the Assignee desires to assume the Permit and become the permittee of the Port Authority thereunder; and

WHEREAS, the Port Authority is willing to consent to such assignment of the

Permit from the Assignor to the Assignee on certain terms, provisions, covenants and conditions, to be effective on the Effective Date, unless otherwise stated, as hereinafter set forth;

WHEREAS, the parties desire to amend certain terms and provisions of the Permit effective as of the Effective Date;

NOW, THEREFORE, for and in consideration of the foregoing, and of the covenants and agreements herein contained, the Port Authority, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby assign, transfer and set over to the Assignee and its successors to its and their own proper use, benefit and behoof forever, the Permit, to have and to hold the same unto the Assignee and its successors from the Effective Date, for and during all of the rest, residue, and remainder of the balance of the period of permission under the Permit, as herein amended, supplemented and extended, subject nevertheless to all the terms, provisions and conditions therein contained.

2. The Port Authority hereby consents to the foregoing assignment. Notwithstanding anything herein to the contrary, the granting of such consent by the Port Authority shall not be, or be deemed to operate as, a waiver of the requirements for consent (or consents) to each and every subsequent assignment by the Assignee or by any subsequent assignee, nor shall the Assignor be relieved of liability under the terms, provisions, covenants and conditions of the Permit by reason of this consent of the Port Authority or of one or more other consents to one or more other assignments thereof.

3. The Assignor agrees that this assignment of the Permit and this consent of the Port Authority thereto shall not in any way whatsoever affect or impair the liability of the Assignor to perform all the terms, provisions, covenants and conditions, including without limitation thereto the obligation to pay fees, of the Permit on the part of the permittee thereunder to be performed, and that the Assignor shall continue fully liable for the performance of all the terms, provisions, covenants and conditions, including without limitation thereto the obligation to pay fees, on the part of the permittee thereunder to be performed. The liability of the Assignor as set forth in this paragraph shall remain and continue in full force and effect as to any and every modification of the Permit whether in accordance with the terms of the Permit or by a separate or additional document, and notwithstanding any such modification whether or not the Assignor has specifically consented to such modification. The liability of the Assignor hereunder shall in no way be affected by the failure of the Port Authority to obtain the Assignor's consent to any such modification notwithstanding that the Port Authority has previously obtained such consent with respect to a prior modification.

4. The Assignee does hereby assume the performance of and does hereby agree to perform all the terms, provisions, covenants and conditions, including without limitation thereto the obligation to pay fees, contained in the Permit, to be performed on the part of the permittee thereunder, as though the Assignee were the original signatory to the Permit. The execution of

this instrument by the Port Authority does not constitute a representation by it that the Assignor has performed or fulfilled every obligation required by the Permit, as to such matters the Assignee agrees to rely solely upon the representation of the Assignor.

5. (a) The Assignee shall provide and cause to be maintained in full force and effect, throughout the effective period of permission of the Permit, contracts of absolute and unconditional guaranty of the due and punctual payment of the fees and other monetary obligations under the Permit to be paid by the Assignee hereunder and of the full, faithful and prompt performance, observance and fulfillment on the part of the Assignee of all the terms, covenants and conditions of the Permit to be kept, observed, performed and fulfilled. Such contracts of guaranty, in the forms annexed hereto and made a part hereof, shall be executed by W.H. Smith Hotel Services, Inc., a Georgia corporation, and Concourse Ventures, Inc., a Louisiana corporation, both of which corporations constitute the members of the Assignee, simultaneously with the execution of this Agreement by the Assignee and the delivery thereof to the Port Authority; provided, however, that the liability of W.H. Smith Hotel Services, Inc. for rental payment obligations only shall be limited to forty percent (40%) of any and all liabilities of the Assignee under the Permit (including attorneys' fees and any and all expenses incurred by the Airline or the Port Authority or caused by any default and/or by the enforcement of its guaranty and provided, further, that the liability of Concourse Ventures, Inc. for rental payment obligations only shall be limited to sixty percent (60%) of any and all liabilities of the Assignee under the Permit (including the aforesaid fees and expenses).

(b) Standard Endorsement No. L23.2 of the Permit shall apply directly and fully to the Assignee except that the security to be deposited with the Port Authority thereunder shall be deposited upon the execution of this Supplemental Agreement by the Assignee and delivery thereof to the Port Authority, but in all events such security shall be deposited with the Port Authority on or before November 1, 2000. For purposes of the provisions of Standard Endorsement No. L23.2, the Assignee hereby certifies that its I.R.S. Employee Identification No. is

6. The liability of the Assignor hereunder shall in no way be affected by:

(a) The release or discharge of the Assignee in any creditors', receivership, bankruptcy or other similar proceeding; or

(b) The impairment, limitation or modification of the liability of the Assignee or its estate in bankruptcy, or of any remedy for the enforcement of the Assignee's said liability under the Permit resulting from the operation of any present or future provision of the Bankruptcy Code or any other statute or from the decision of any court having jurisdiction over the Assignee or its estate; or

(c) The rejection or disaffirmance of the Permit in any creditors', receivership, bankruptcy, or other similar proceeding; or

(d) Any disability or any defense of the Assignee.

7. Effective as of the Effective Date, Page 1 of the Permit shall be and be deemed revised as follows:

(a) Item 3 shall provide as follows: "4929 Wilshire Boulevard, #1010, Los Angeles, California 90010".

(b) Item 4 shall provide as follows: "Dale Mason Cochran"

8. As an inducement and as consideration for the Port Authority's consent to the assignment of the Permit from Assignor to Assignee, the Airline and Assignee agree that the Permit shall be and be deemed amended as follows:

(a) Assignee shall promptly commence construction of the new book store concession facility within the Space in accordance with all of the requirements set forth in the Sublease and the Permit no later than November 1, 2000 and shall complete such construction within sixty (60) days thereafter and reopen for business within the Space no later than January 1, 2001 ("Bookstore Construction Period").

(b) As an accommodation to Assignee in order for Assignee to continue to provide certain services during the Bookstore Construction Period for its benefit and for the benefit of the users of Terminal C at the Airport, the Airline shall allow Assignee to operate a temporary location for the primary sale at retail of hard cover and paperback books, newspapers and magazines (limited to not more than the top thirty titles only) and the incidental sale at retail of a limited amount of basic sundries, all of the foregoing products being subject to Airline's approval. Assignee hereby agrees with Airline that under no circumstances shall Assignee display and/or offer for sale any other products from such temporary location including, but not limited to, gifts, souvenirs, novelties or apparel. The temporary location is more commonly referred to as Space No. AC06 and the exact location of Space No. AC06 shall be determined by Airline in its sole and absolute discretion at an area located within the airside corridor between Concourses C-1 and C-2 and shall contain approximately four hundred (400) square feet of floor area.

(c) Assignee shall install a temporary kiosk unit in Space No. AC06, at Assignee's sole cost and expense, and in accordance with all of the requirements imposed by Airline and the Port Authority. Assignee shall commence its business operations from the temporary kiosk unit in Space No. AC06 on November 1, 2000, or as soon thereafter as is reasonably possible under the circumstances but in no event later than November 15, 2000.

(d) During the Bookstore Construction Period, Assignee shall not be obligated to pay the monthly installments of the Guaranteed Rent for the months of November, 2000 and December, 2000. Assignee shall immediately recommence payment of Guaranteed Rent to the Airline effective January 1, 2001 pursuant to the provisions of the Sublease and the Permit. During the operation of the temporary kiosk unit is Space No. AC06, Assignee hereby agrees to pay to the Airline and the Port Authority (to the address and in the manner as specified in the Sublease and the Permit) the following amounts: (i) twelve percent (12%) of all Gross Receipts per monthly period, payable on or before the fifteen (15) days following the end of each monthly period; and (ii) all other items of Additional Rent (as defined in the Sublease).

(e) Assignee shall continue to operate the temporary kiosk unit in Space No. AC06 on a month-to-month basis until such time as Airline shall provide notice to Assignee to cease operations therein and to remove the temporary kiosk unit from Space No. AC06, and Airline shall provide Assignee such notice at least fifteen (15) days prior to the date Assignee is required to cease such operations. Upon the date that Assignee is required to cease such operations, Assignee shall immediately remove the temporary kiosk unit from Space No. AC06, at Assignee's sole cost and expense.

(f) In the event that Assignee is permitted to continue to operate the temporary kiosk unit in Space No. AC06 from and after January 1, 2001 and the reopening of the permanent book store concession facility within the Space, all Gross Receipts derived from the temporary kiosk unit in Space No. AC06 shall be combined with the Gross Receipts derived from the Space for the purpose of calculating the payment of Percentage Rent under the Sublease and the Permit.

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

10. Neither the Commissioners of the Port Authority nor any of them, nor any officers, agent or employee thereof, shall be charged personally by the Assignor or by the Assignee with any liability or held liable to either of them under any term or provision of this Agreement, or because of its execution, or because of any breach or attempted or alleged breach thereof.

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

12. This Agreement and the Permit to which it refers constitutes the entire agreement between the Port Authority and the Assignor and the Assignee on the subject matter, and may not be changed, modified, discharged or extended except by an instrument in writing duly executed on behalf of both the Port Authority and said parties. The Assignor and the Assignee agree that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Permit or this Agreement.

IN WITNESS WHEREOF, the Port Authority, the Assignor and the Assignee have executed these presents as of the date first hereinabove set forth.

ASSIGNOR:

NEWS EMPORIUM, INC.

By _____

(Title) President

(Corporate Seal)

ASSIGNEE:

WORLD CONCOURSE VENTURES, LLC

By Dale Mason Corkin

(Title) President and Manager

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) FRANCIS A. DIMOLA ASSISTANT DIRECTOR AVIATION DEPT.

(Seal)

Consented and agreed to as of the date hereinabove set forth:

CONTINENTAL AIRLINES, INC.

By _____

(Title) Holden Shannon
Vice President
Corporate Real Estate
& Environmental Affairs

APPROVED:

FORM	TERMS

CORPORATION

GUARANTY

THIS GUARANTY ("Guaranty") is made effective as of this 1st day of November, 2000, by CONCOURSE VENTURES, INC., a Louisiana corporation ("Guarantor"), to and for the benefit of CONTINENTAL AIRLINES, INC., ("Landlord") and THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY ("Authority").

WITNESSETH:

WHEREAS, Landlord and News Emporium, Inc. entered into that certain amended and restated sublease dated February 15, 2000, as amended May 15, 2000 (the "Sublease"), which was subsequently assigned effective as of November 1, 2000 by News Emporium, Inc. to World Concourse Ventures, LLC, a Delaware limited liability company ("Tenant") for the Premises located in Terminal C of Newark International Airport, as more fully described in the Sublease;

WHEREAS, Guarantor will derive financial benefits from Tenant's use and occupancy of the Premises;

WHEREAS, it is a condition precedent to all of the obligations of Landlord pursuant to the Sublease, that Guarantor shall have executed and delivered this Guaranty.

NOW, THEREFORE, in consideration of and as an inducement to the execution of the Sublease by Landlord, and in consideration of the above recitals and other good and valuable consideration paid by Landlord to Guarantor and intending to be legally bound hereby, Guarantor does hereby covenant and agree as follows:

1. Guarantor hereby absolutely, unconditionally and irrevocably guarantees to Landlord and the Authority that Guarantor is and shall be directly and jointly and severally liable to Landlord and the Authority, for the full and prompt payment of all rents, additional rents and any and all other charges payable by Tenant under the Sublease, when due, whether by acceleration or otherwise, and the full, faithful and prompt performance and observance of all the covenants, terms, conditions and agreements of the Sublease to be performed and observed by Tenant, and Guarantor does hereby become surety to Landlord and the Authority, and their respective successors and assigns, for and with respect to all of Tenant's obligations under this Sublease.

2. Guarantor does hereby covenant and agree to and with Landlord and the Authority, that if default shall at any time be made by Tenant, in the payment of any such rents or other sums or charges payable by Tenant under the Sublease or in the performance of any of the covenants, terms, conditions or agreements contained in the Sublease, Guarantor will forthwith pay such rent or other sums or charges to Landlord, and any arrears thereof (including, without limitation, any and all interest or additional charges as provided in the Sublease), and will forthwith faithfully perform and fulfill all of such covenants, terms, conditions and agreements, and will forthwith pay to Landlord and the Authority all damages and all costs and expenses that may arise in consequence of any default by Tenant, under the Sublease (including, without limitation, all attorneys' fees and any and all expenses incurred by Landlord or the Authority or caused by any such default and/or by the enforcement of this Guaranty).

3. This Guaranty is an absolute and unconditional guaranty of payment and of performance and is a surety agreement. Guarantor's liability hereunder is direct and may be enforced immediately without Landlord or the Authority being required to resort to any other right, remedy

or security and this Guaranty shall be enforceable immediately against Guarantor, without the necessity for any suit or proceedings on Landlord's part of any kind or nature whatsoever against Tenant, and without the necessity of any notice of non-payment, non-performance or non-observance or the continuance of any such default or of any notice of acceptance of this Guaranty or of Landlord's or the Authority's intention to act in reliance herein or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no manner be terminated, affected, or impaired by reason of the assertion or the failure to assert by Landlord or the Authority against Tenant, or of any of the rights or remedies reserved to Landlord or the Authority pursuant to the provisions of the Sublease.

4. This Guaranty shall be a continuing Guaranty, and (whether or not Guarantor shall have notice or knowledge of any of the following) the liability and obligation of Guarantor hereunder shall be absolute and unconditional irrespective of: (i) any amendment or modification of, or supplement to, or extension or renewal of the Sublease or any assignment or transfer thereof or sublease of the Premises; (ii) any exercise or non-exercise of any right, power, remedy or privilege under or in respect of the Sublease or this Guaranty or any waiver, consent or approval by Landlord or the Authority with respect to any of the covenants, terms, conditions or agreements contained in the Sublease or any indulgences, forbearances or extensions of time for performance or observance allowed to Tenant from time to time, at any time and for any length of time; (iii) any lack of validity or enforceability of the Sublease or any other agreement or instrument relating thereto; (iv) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition or liquidation or similar proceedings relating to Tenant, or its properties or creditors; (v) any impairment, modification, change, release or limitation of liability or obligation of Tenant under the Sublease (including, but not limited to, any disaffirmance or abandonment by a trustee of Tenant), resulting from the operation of any present or future provision of the United States Bankruptcy Code, as amended, or any other similar federal or state statute, or from the decisions of any court; (vi) any other circumstances which might otherwise constitute a defense available to, or a discharge of, the Tenant in respect of the Sublease or the Guarantor in respect of this Guaranty. This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any rents, additional rents and any and all other charges by Tenant, under the Sublease, or performance and observance of any and all of the covenants, terms, conditions and agreements of the Sublease to be performed and observed by Tenant, under the Sublease are rescinded, cancelled or otherwise must be returned by Landlord upon the insolvency, bankruptcy or reorganization of the Tenant, all as though such payment had not been made and/or performance and observance had not occurred.

5. All of Landlord's and the Authority's rights and remedies under the Sublease and under this Guaranty are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others. No termination of the Sublease or taking or recovering of the premises demised thereby shall deprive Landlord or the Authority of any of its rights and remedies against Guarantor under this Guaranty. This Guaranty shall apply to Tenant's obligations thereunder during the original term thereof in accordance with the original provisions thereof.

6. Guarantor represents and warrants to Landlord that (a) it is duly incorporated, validly existing and in good standing under the laws of the State of Louisiana; (b) that the execution and delivery of this Guaranty has been duly authorized by the Board of Directors or members of Guarantor; (c) the making of this Guaranty does not require any vote or consent of shareholders

of Guarantor; and (d) that the officer executing this Guaranty has been duly authorized to execute the same by its Board of Directors or members.

7. As a further inducement to Landlord to make and enter into the Sublease and perform its obligations thereunder, and in consideration thereof, Guarantor covenants and agrees that in any action or proceeding brought on, under or by virtue of this Guaranty, Guarantor shall and does hereby waive trial by jury. Guarantor agrees to pay Landlord's and the Authority's reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempted collection or in any negotiations relative to the obligations hereby guaranteed or in enforcing this Guaranty against the undersigned, individually, jointly and severally.

8. This Guaranty shall be legally binding upon Guarantor, its successors and assigns and shall inure to the benefit of Landlord and the Authority, and their respective successors and assigns. The word "Tenant" is used herein to include each and every of the persons named above as Tenant, be the same one or more, as well as their permitted heirs, personal representatives, successors and assigns.

9. Notwithstanding anything to the contrary contained in this Guaranty, including, but not limited to, any provisions that purport to allow Landlord and the Authority to proceed against Guarantor for the full amount of any obligations and liabilities of Tenant under the Sublease, Landlord, Guarantor and the Authority agree that the liability of Guarantor under this Guaranty with respect to Rental payment obligations only shall be limited to sixty percent (60%) of any and all of such liabilities of Tenant under the Sublease (including attorneys' fees and any and all expenses incurred by Landlord or the Authority or caused by any default and/or by the enforcement of this Guaranty).

10. This Guaranty shall be governed by, and construed in accordance with, the laws of the State of New Jersey.

IN WITNESS WHEREOF, Guarantor, intending to be legally bound hereby, has caused this Guaranty to be executed and delivered by its officer thereunto duly authorized as of the date first written above.

ATTEST:

CONCOURSE VENTURES, INC.,
a Louisiana corporation

_____

By_____(SEAL)

Address: _____

_____

_____

Telephone: _____

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 2000, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ known to me to be the _____ and _____ known to me to be the _____, of _____, the corporation that executed the within Instrument, known to me to be persons who executed the within Instrument, on behalf of the corporation herein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board or directors.

WITNESS my hand and official seal the day and year in this certificate first above written.

_____
Notary Public in and for said County and State

(SEAL)

My Commission Expires _____

CORPORATION

GUARANTY

THIS GUARANTY ("Guaranty") is made effective as of this 1st day of November, 2000, by W. H. SMITH HOTEL SERVICES, INC., a Georgia corporation ("Guarantor"), to and for the benefit of CONTINENTAL AIRLINES, INC., ("Landlord") and THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY ("Authority").

WITNESSETH:

WHEREAS, Landlord and News Emporium, Inc. entered into that certain amended and restated sublease dated February 15, 2000, as amended May 15, 2000 (the "Sublease"), which was subsequently assigned effective as of November 1, 2000 by News Emporium, Inc. to World Concourse Ventures, LLC, a Delaware limited liability company ("Tenant") for the Premises located in Terminal C of Newark International Airport, as more fully described in the Sublease;

WHEREAS, Guarantor will derive financial benefits from Tenant's use and occupancy of the Premises;

WHEREAS, it is a condition precedent to all of the obligations of Landlord pursuant to the Sublease, that Guarantor shall have executed and delivered this Guaranty.

NOW, THEREFORE, in consideration of and as an inducement to the execution of the Sublease by Landlord, and in consideration of the above recitals and other good and valuable consideration paid by Landlord to Guarantor and intending to be legally bound hereby, Guarantor does hereby covenant and agree as follows:

1. Guarantor hereby absolutely, unconditionally and irrevocably guarantees to Landlord and the Authority that Guarantor is and shall be directly and jointly and severally liable to Landlord and the Authority, for the full and prompt payment of all rents, additional rents and any and all other charges payable by Tenant under the Sublease, when due, whether by acceleration or otherwise, and the full, faithful and prompt performance and observance of all the covenants, terms, conditions and agreements of the Sublease to be performed and observed by Tenant, and Guarantor does hereby become surety to Landlord and the Authority, and their respective successors and assigns, for and with respect to all of Tenant's obligations under this Sublease.

2. Guarantor does hereby covenant and agree to and with Landlord and the Authority, that if default shall at any time be made by Tenant, in the payment of any such rents or other sums or charges payable by Tenant under the Sublease or in the performance of any of the covenants, terms, conditions or agreements contained in the Sublease, Guarantor will forthwith pay such rent or other sums or charges to Landlord, and any arrears thereof (including, without limitation, any and all interest or additional charges as provided in the Sublease), and will forthwith faithfully perform and fulfill all of such covenants, terms, conditions and agreements, and will forthwith pay to Landlord and the Authority all damages and all costs and expenses that may arise in consequence of any default by Tenant, under the Sublease (including, without limitation, all attorneys' fees and any and all expenses incurred by Landlord or the Authority or caused by any such default and/or by the enforcement of this Guaranty).

3. This Guaranty is an absolute and unconditional guaranty of payment and of performance and is a surety agreement. Guarantor's liability hereunder is direct and may be enforced immediately without Landlord or the Authority being required to resort to any other right, remedy

or security and this Guaranty shall be enforceable immediately against Guarantor, without the necessity for any suit or proceedings on Landlord's part of any kind or nature whatsoever against Tenant, and without the necessity of any notice of non-payment, non-performance or non-observance or the continuance of any such default or of any notice of acceptance of this Guaranty or of Landlord's or the Authority's intention to act in reliance herein or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no manner be terminated, affected, or impaired by reason of the assertion or the failure to assert by Landlord or the Authority against Tenant, or of any of the rights or remedies reserved to Landlord or the Authority pursuant to the provisions of the Sublease.

4. This Guaranty shall be a continuing Guaranty, and (whether or not Guarantor shall have notice or knowledge of any of the following) the liability and obligation of Guarantor hereunder shall be absolute and unconditional irrespective of: (i) any amendment or modification of, or supplement to, or extension or renewal of the Sublease or any assignment or transfer thereof or sublease of the Premises; (ii) any exercise or non-exercise of any right, power, remedy or privilege under or in respect of the Sublease or this Guaranty or any waiver, consent or approval by Landlord or the Authority with respect to any of the covenants, terms, conditions or agreements contained in the Sublease or any indulgences, forbearances or extensions of time for performance or observance allowed to Tenant from time to time, at any time and for any length of time; (iii) any lack of validity or enforceability of the Sublease or any other agreement or instrument relating thereto; (iv) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition or liquidation or similar proceedings relating to Tenant, or its properties or creditors; (v) any impairment, modification, change, release or limitation of liability or obligation of Tenant under the Sublease (including, but not limited to, any disaffirmance or abandonment by a trustee of Tenant), resulting from the operation of any present or future provision of the United States Bankruptcy Code, as amended, or any other similar federal or state statute, or from the decisions of any court; (vi) any other circumstances which might otherwise constitute a defense available to, or a discharge of, the Tenant in respect of the Sublease or the Guarantor in respect of this Guaranty. This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any rents, additional rents and any and all other charges by Tenant, under the Sublease, or performance and observance of any and all of the covenants, terms, conditions and agreements of the Sublease to be performed and observed by Tenant, under the Sublease are rescinded, cancelled or otherwise must be returned by Landlord upon the insolvency, bankruptcy or reorganization of the Tenant, all as though such payment had not been made and/or performance and observance had not occurred.

5. All of Landlord's and the Authority's rights and remedies under the Sublease and under this Guaranty are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others. No termination of the Sublease or taking or recovering of the premises demised thereby shall deprive Landlord or the Authority of any of its rights and remedies against Guarantor under this Guaranty. This Guaranty shall apply to Tenant's obligations thereunder during the original term thereof in accordance with the original provisions thereof.

6. Guarantor represents and warrants to Landlord that (a) it is duly incorporated, validly existing and in good standing under the laws of the State of Georgia; (b) that the execution and delivery of this Guaranty has been duly authorized by the Board of Directors or members of Guarantor; (c) the making of this Guaranty does not require any vote or consent of shareholders

of Guarantor; and (d) that the officer executing this Guaranty has been duly authorized to execute the same by its Board of Directors or members.

7. As a further inducement to Landlord to make and enter into the Sublease and perform its obligations thereunder, and in consideration thereof, Guarantor covenants and agrees that in any action or proceeding brought on, under or by virtue of this Guaranty, Guarantor shall and does hereby waive trial by jury. Guarantor agrees to pay Landlord's and the Authority's reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempted collection or in any negotiations relative to the obligations hereby guaranteed or in enforcing this Guaranty against the undersigned, individually, jointly and severally.

8. This Guaranty shall be legally binding upon Guarantor, its successors and assigns and shall inure to the benefit of Landlord and the Authority, and their respective successors and assigns. The word "Tenant" is used herein to include each and every of the persons named above as Tenant, be the same one or more, as well as their permitted heirs, personal representatives, successors and assigns.

9. Notwithstanding anything to the contrary contained in this Guaranty, including, but not limited to, any provisions that purport to allow Landlord and the Authority to proceed against Guarantor for the full amount of any obligations and liabilities of Tenant under the Sublease, Landlord, Guarantor and the Authority agree that the liability of Guarantor under this Guaranty with respect to Rental payment obligations only shall be limited to forty percent (40%) of any and all of such liabilities of Tenant under the Sublease (including attorneys' fees and any and all expenses incurred by Landlord or the Authority or caused by any default and/or by the enforcement of this Guaranty).

10. This Guaranty shall be governed by, and construed in accordance with, the laws of the State of New Jersey.

IN WITNESS WHEREOF, Guarantor, intending to be legally bound hereby, has caused this Guaranty to be executed and delivered by its officer thereunto duly authorized as of the date first written above.

ATTEST:

W. H. SMITH HOTEL SERVICES, INC.,
a Georgia corporation

_____

By_____(SEAL)

Address: _____

_____

_____

Telephone: _____

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 200___, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ known to me to be the _____ and _____ known to me to be the _____, of _____, the corporation that executed the within Instrument, known to me to be persons who executed the within Instrument, on behalf of the corporation herein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board or directors.

WITNESS my hand and official seal the day and year in this certificate first above written.

_____
Notary Public in and for said County and State

(SEAL)

My Commission Expires _____

THIS SUPPLEMENTAL AGREEMENT AND ASSIGNMENT WITH ASSUMPTION AND CONSENT SHALL NOT BE BINDING UPON THE PORT AUTHORITY UNTIL DULY EXECUTED BY AN EXECUTIVE OFFICER THEREOF AND DELIVERED TO THE ASSIGNOR AND ASSIGNEE BY AN AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

AVIATION DEPT.
FILE COPY

Newark Liberty International Airport
Port Authority Permit No. ANB-173,
dated as of February 15, 2000
Supplement No. 2

SUPPLEMENTAL AGREEMENT AND ASSIGNMENT WITH ASSUMPTION AND CONSENT AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, dated as of August 30, 2007, by and among THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter referred to as the "Port Authority"), WORLD CONCOURSE VENTURES, LLC, a Delaware limited liability company (hereinafter called the "Assignor") and AMS-CV NEWARK, JV, a joint venture consisting of Airport Management Services, LLC, a Delaware limited liability company, having an office and place of business at One Meadowlands Plaza, East Rutherford, New Jersey 07073 and Concourse Ventures, Inc., a Louisiana corporation, having an office and place of business at 2373 N. Hobart Boulevard, Los Angeles, California 90027, (hereinafter Airport Management Services, LLC and Concourse Ventures, Inc. shall be collectively referred to as the "Assignee"). The Assignee is comprised of more than one legal entity but the joint venture and the parties comprising same agree that each and every obligation of the Assignee hereunder shall be the joint and several obligation of each such legal entity.

WITNESSETH, That:

WHEREAS, News Emporium, Inc. (hereinafter "News Emporium") and Continental Airlines, Inc. (hereinafter called the "Airline") have heretofore entered into a sublease agreement dated as of February 15, 2000, as amended May 15, 2000 (which sublease, as the same has been heretofore supplemented and amended is hereinafter called the "Sublease") for the operation of a concession in Terminal C at Newark Liberty International Airport (hereinafter called the "Airport"), as more particularly described in the Sublease; and

WHEREAS, the Port Authority and News Emporium have heretofore entered into an agreement, identified by the above Port Authority Permit Number (which permit, as the same has been heretofore extended, supplemented and amended is hereinafter called the "Permit") covering certain privileges at the Airport, as more fully described in the Permit; and

WHEREAS, the Permit was consented to by Continental Airlines, Inc. (the "Airline"); and

WHEREAS, the Permit was subsequently assigned to the Assignor with the consent of the Port Authority and concurrence of the Airline; and

WHEREAS, the Assignor desires to assign the Sublease to the Assignee and the Assignee desires to assume said Sublease subject to the consent of the Airline which consent has been provided pursuant to an Assignment of Sublease and Landlord Consent to Assignment made as of August 30, 2007, and, in addition, the Assignor desires to assign the Permit to the Assignee and the Assignee desires to assume the Permit and become the permittee of the Port Authority thereunder; and

WHEREAS, the Port Authority is willing to consent to such assignment of the Permit from the Assignor to the Assignee on certain terms, provisions, covenants and conditions as hereinafter set forth to be effective as if August 30, 2007, unless otherwise stated; and

WHEREAS, the Assignee and the Airline have entered into a Second Amendment and Extension Agreement, made and entered into as of April 17, 2008, extending and amending the Sublease; and

WHEREAS, the parties desire to amend the Permit in certain respects as hereinafter provided;

NOW, THEREFORE, for and in consideration of the foregoing, and of the covenants and agreements herein contained, the Port Authority, the Assignor and the Assignee hereby agree as follows:

1. (a) The Assignor does hereby assign, transfer and set over to the Assignee and its successors to its and their own proper use, benefit and behoof forever, its interests under the Permit, to have and to hold the same unto the Assignee and its successors from August 30, 2007, for and during all of the rest, residue, and remainder of the balance of the period of permission under the Permit, subject nevertheless to all the terms, provisions and conditions therein contained.

(b) The Assignee hereby certifies that its Federal Tax Identification Number is _____.

2. The Port Authority hereby consents to the foregoing assignment. Notwithstanding anything herein to the contrary, the granting of such consent by the Port Authority shall not be, or be deemed to operate as, a waiver of the requirements for consent (or consents) to each and every subsequent assignment by the Assignee or by any subsequent assignee, nor shall the Assignor be relieved of liability under the terms, provisions and conditions of the Permit, by reason of this consent of the Port Authority or of one or more other consents to one or more other assignments thereof.

3. The Assignor agrees that this assignment of its interests in the Permit, and this consent of the Port Authority thereto shall not in any way whatsoever affect or impair the liability of the Assignor to perform all the terms, provisions and conditions including, without limitation thereto, the obligation to pay fees, of the Permit, on the part of the Permittee thereunder to be performed, and that the Assignor shall continue fully liable for the performance of all the terms, provisions and conditions including, without limitation thereto, the obligation to pay fees, on the part of the Permittee thereunder to be performed. The liability of the Assignor as set forth in this paragraph shall remain and continue in full force and effect as to any and every renewal, modification or extension of the Permit, whether in accordance with the terms of the Permit, or by a separate or additional document, and notwithstanding any such renewal, modification or extension whether or not the Assignor has specifically consented to such renewal, modification or extension. The liability of the Assignor hereunder shall in no way be affected by the failure of the Port Authority to obtain the Assignor's consent to any such renewal, modification or extension notwithstanding that the Port Authority has previously obtained such consent with respect to a prior renewal, modification or extension.

4. The Assignee does hereby assume the performance of and does hereby agree to perform all the terms, provisions and conditions, including without limitation thereto the obligation to pay fees, contained in the Permit, to be performed on the part of the Permittee thereunder, as though the Assignee were an original signatory to the Permit. The execution of this instrument by the Port Authority does not constitute a representation by it that the Assignor has performed or fulfilled every obligation required by the Permit, as to such matters the Assignee agrees to rely solely upon the representation of the Assignor.

5. The liability of the Assignor hereunder shall in no way be affected by:

(a) The release or discharge of the Assignee in any creditors', receivership, bankruptcy or other similar proceeding; or

(b) The impairment, limitation or modification of the liability of the Assignee or its estate in bankruptcy, or of any remedy for the enforcement of the Assignee's said liability under the Permit, as herein extended, resulting from the operation of any present or future provision of the Bankruptcy Code or any other statute or from the decision of any court having jurisdiction over the Assignee or its estate; or

(c) The rejection or disaffirmance of the Permit in any creditors', receivership, bankruptcy, or other similar proceeding; or

(d) Any disability or any defense of the Assignee.

6. Effective as of August 30, 2007, the Cover Page of the Permit shall be and be deemed revised as follows:

(a) Item 3 shall provide as follows: "One Meadowlands Plaza, 9th Floor, East Rutherford, New Jersey 07114"; and

(b) Item 4 shall provide as follows: "~~Phil Capozzi~~". Joseph D'Amizio

7. Effective as of September 14, 2008, the period of permission granted under the Permit is hereby extended to November 30, 2013, unless sooner terminated or revoked as provided in the Permit, as herein amended.

8. Effective as of September 15, 2008 the following amendments shall be deemed made to the Permit:

(a) The last sentence of the first subparagraph of paragraph (b) of Special Endorsement No. 1 shall be deleted in its entirety and the following sentence shall be substituted in lieu thereof:

> "The Port Authority hereby grants to the Permittee the privilege to operate one (1) concession at the Terminal for the sale at retail of a full service bookstore selling (i) 8,000 to 10,000 separate book titles in both hardcover and paperback books along with book accessories such as book marks, book covers, book bags, and book lights; (ii) papyrus branded stationary, gift wrap, greeting cards, paper and writing instruments; and (iii) the incidental sale of magazines, journals, non-prescription reading glasses, travel guides and maps, calendars, downloadable media and audio books on tape or CD; provided, however, that the display and sale of such incidental items shall not exceed more than 15% of the sales display area of the floor area of the Space; and for no other purpose whatsoever."

(b) Subparagraph (v) of paragraph (a) of Special Endorsement No. 2 shall be deemed deleted and the following new subparagraph (v) shall be substituted in lieu thereof:

> "(v) "Annual Exemption Amount" shall mean the sum of Four Hundred Thousand Dollars and No Cents ($400,000.00) as the same may be reduced by the operation of the proration provisions hereof and as the same may be adjusted pursuant to the Sublease. The Monthly Exemption Amount shall equal one-twelfth of the Annual Exemption Amount".

(c) The following new subparagraph (iv) shall be deemed added to paragraph (b) of Special Endorsement No. 2:

> "(iv) for the period from and after September 15, 2008, at the rate of Four Hundred Thousand Dollars and No Cents ($400,000.00) per annum, payable in

advance in equal, consecutive monthly installments equal to the PA Share of Thirty-three Thousand Three Hundred Thirty-three Dollars and Thirty-three Cents ($33,333.33), on September 15, 2008 and on the first day of each calendar month thereafter occurring during the extended period of permission under this Permit. Effective as of January 1, 2010, the Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Extension Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Enplanements, pursuant to the terms of the Sublease."

(d) Paragraph (c) of Special Endorsement No. 2 shall be deemed deleted and the following new paragraph (c) shall be substituted in lieu thereof:

"(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority an annual percentage rent equivalent to the PA Share of the sum of

(i) fourteen percent (14%) of all gross receipts up to and including Four Million Dollars and No Cents ($4,000,000.00); plus
(ii) sixteen percent (16%) of all gross receipts in excess of Four Million Dollars and One Cent ($4,000,000.01),

of the Permittee in excess of the Monthly Exemption Amount arising during the effective period of permission hereunder.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement."

9. The following amendments shall be deemed made to the Permit:

(a) Effective as of August 30, 2007, the following new sentence shall be deemed inserted after the second sentence in Section 1 of the Terms and Conditions, as amended by paragraph (a) of Special Endorsement No. 5 of the Permit:

"Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the

Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same)."

(b) Effective as of August 30, 2007, the following new paragraph 4 shall be deemed added to Standard Endorsement No. 2.8:

"4. Effective from and after August 30, 2007, and continuing during the effective period of permission granted under this Permit, in the event that upon conducting an examination and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit."

10. Effective as of April 17, 2008, the following amendments shall be deemed made to the Permit:

(a) Standard Endorsement No. 23.2 shall be deleted from the Permit and Standard Endorsement No. 23.1, which is attached hereto and hereby made a part hereof, shall be deemed substituted in lieu thereof. The Assignee acknowledges and agrees that security deposit shall be in the form of a letter of credit as set forth in paragraph (b) of Standard Endorsement No. 23.1.

(b) Special Endorsement No. 12 shall be deemed deleted in its entirety without

substitution.

11. Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Permittee shall continue to perform the privilege granted under the Permit, after the expiration, revocation or termination of the effective period of the permission granted under the Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under the Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination, and ending on the date that the Permittee shall cease to perform the privilege at the Airport under the Permit, equal to twice the sum of the monthly fee under the Permit. Nothing herein contained shall give, or be deemed to give, the Permittee any right to continue to perform the privilege granted under the Permit at the Airport after the expiration, revocation or termination of the effective period of the permission granted under the Permit. The Permittee acknowledges that the failure of the Permittee to cease to perform the privilege at the Airport from and after the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss. The Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

12. The Permittee hereby waives its right to trial by jury in any action that may hereafter be instituted by the Port Authority against the Permittee in respect of the permission granted hereunder and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under the Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

13. This Permit is subject to the requirements of the United States Department of Transportation's regulations, 49 CFR Part 23. The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement or any management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23. The Permittee agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreement. Further, the Permittee agrees to comply with the terms and provisions of Schedule G, attached hereto and hereto made a part hereof.

14. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under this Permit, the

Permittee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Permittee recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Permittee shall immediately give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all impending or existing labor-related disruptions and the progress thereof.

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Permittee at the Terminal, or against its operations thereat pursuant to this Permit, which in the opinion of the Port Authority (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(b) Labor peace agreement. The Permittee represents that, prior to or upon entering into this Supplemental Agreement, it has delivered to the Port Authority evidence of a signed labor peace agreement, in the form attached hereto as Exhibit X.

(c) Employee Retention. If the Permittee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Space (the "Predecessor Concession"), the Permittee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Permittee at the Space. The foregoing requirement shall be subject to the Permittee's commercially reasonable determination that fewer employees are required at the Premises than were required by the Predecessor Concession; except, however, that the Permitte shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the premises. The Port Authority shall have the right to demand from the Permittee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision. In the event the Permittee fails to comply with this provision, the Port Authority have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(d) Applicability of Provision. The provisions of this section shall apply to concession operators which employ ten (10) or more persons at the Space.

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

16. No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Assignor or by the Assignee with any liability, or held liable to either of them under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach thereof.

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

18. This Supplemental Agreement, together with the Permit constitutes the entire agreement between the Port Authority and the Assignor and the Assignee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and said parties. The Assignor and the Assignee agree that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Permit or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority, the Assignor and the Assignee have caused this Agreement to be executed as of the date first set forth above.

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By_____

(Title) Asst Director, CCCAS

WORLD CONCOURSE VENTURES, LLC

Assignor

By: AIRPORT MANAGEMENT SERVICES, LLC, ITS MEMBER
By: HUDSON NEWS COMPANY, ITS MANAGING MEMBER

By: Dale Mason Cochran

Print Name: Dale Mason Cochran

Title: CEO President and Manager

Consented and Agreed to
By CONTINENTAL AIRLINES, INC.

By _____

Print Name Emp. #96158

(Title): Vice President
President

AMS-CV NEWARK, JV
Assignee

By: Airport Management Services, LLC
By: Hudson News Company, Its Managing Member

By _____

Print Name Michael R. Mullaney
Executive Vice President

(Title) Corporate Strategy & Development Manager/Member

By: Concourse Ventures, Inc.

By _____

Print Name Dale Mason Cochran

(Title) President

AIRPORT MANAGEMENT SERVICES, LLC
By: Hudson News Company, Its Managing Member

By _____

Print Name Michael R. Mullaney
Executive Vice President

(Title) Corporate Strategy & Development Manager/Member

CONCOURSE VENTURES, INC.

By _____

Print Name Dale Mason Cochran

(Title) President

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

MG/dmt

(a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deposit with the Port Authority (and shall keep deposited throughout the effective period of the permission under this Permit) the sum of One Hundred Thousand Dollars and No Cents ($100,000.00)
either in cash, or bonds of the United States of America, or of the State of New Jersey, or of the State of New York, or of the Port Authority of New York and New Jersey, having a market value of that amount, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed. Bonds qualifying for deposit hereunder shall be in bearer form but if bonds of that issue were offered only in registered form, then the Permittee may deposit such bonds or bonds in registered form, provided, however, that the Port Authority shall be under no obligation to accept such deposit of a bond in registered form unless such bond has been re-registered in the name of the Port Authority (the expense of such re-registration to be borne by the Permittee) in a manner satisfactory to the Port Authority. The Permittee may request the Port Authority to accept a registered bond in the Permittee's name and if acceptable to the Port Authority the Permittee shall deposit such bond together with an irrevocable bond power (and such other instruments or other documents as the Port Authority may require) in form and substance satisfactory to the Port Authority. In the event the deposit is returned to the Permittee any expenses incurred by the Port Authority in re-registering a bond to the name of the Permittee shall be borne by the Permittee. In addition to any and all other remedies available to it, the Port Authority shall have the right, at its option, at any time and from time to time, with or without notice, to use the deposit or any part thereof in whole or partial satisfaction of any of its claims or demands against the Permittee. There shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of the deposit itself shall cure any default or breach of this Agreement on the part of the Permittee. With respect to any bonds deposited by the Permittee, the Port Authority shall have the right, in order to satisfy any of its claims or demands against the Permittee, to sell the same in whole or in part, at any time, and from time to time, with or without prior notice at public or private sale, all as determined by the Port Authority, together with the right to purchase the same at such sale free of all claims, equities or rights of redemption of the Permittee. The Permittee hereby waives all right to participate therein and all right to prior notice or demand of the amount or amounts of the claims or demands of the Port Authority against the Permittee. The proceeds of every such sale shall be applied by the Port Authority first to the costs and expenses of the sale (including but not limited to advertising or commission expenses) and then to the amounts due the Port Authority from the Permittee. Any balance remaining shall be retained in cash toward bringing the deposit to the sum specified above. In the event that the Port Authority shall at any time or times so use the deposit, or any part thereof, or if bonds shall have been deposited and the market value thereof shall have declined below the above-mentioned amount, the Permittee shall,

on demand of the Port Authority and within two (2) days thereafter, deposit with the Port Authority additional cash or bonds so as to maintain the deposit at all times to the full amount above stated, and such additional deposits shall be subject to all the conditions of this Standard Endorsement. After the expiration or earlier revocation or termination of the effective period of the permission under this Permit, and upon condition that the Permittee shall then be in no wise in default under any part of this Permit, and upon written request therefor by the Permittee, the Port Authority will return the deposit to the Permittee less the amount of any and all unpaid claims and demands (including estimated damages) of the Port Authority by reason of any default or breach by the Permittee of this Permit or any part thereof. The Permittee agrees that it will not assign or encumber the deposit. The Permittee may collect or receive any interest or income earned on bonds and interest paid on cash deposited in interest-bearing bank accounts, less any part thereof or amount which the Port Authority is or may hereafter be entitled or authorized by law to retain or to charge in connection therewith, whether as or in lieu of an administrative expense, or custodial charge, or otherwise; provided, however, that the Port Authority shall not be obligated by this provision to place or to keep cash deposited hereunder in interest-bearing bank accounts.

(b) The Permittee may at any time during the effective period of the permission under this Permit offer to deliver to the Port Authority, as security for all obligations of the Permittee under this Permit, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District, in favor of the Port Authority in the amount of One Hundred Thousand Dollars and No Cents ($ 100,000.00).

The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent satisfactory letter. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by security in accordance with paragraph (a) of this Standard Endorsement or another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security under paragraph (a) of this Standard Endorsement. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made under and in accordance with the provisions of paragraph (a) of this Standard Endorsement. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount.

Initialed

OAC
For the Port Authority

MRL
For the Assignee

JE
For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

AMS-CV NEWARK, JV (the "Company") has complied with board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:

AMS-CV NEWARK, JV

By: Airport Management Services, LLC

BY: _____

DATE: _____

By: Concourse Ventures, Inc.

By: Dale Mason Cook

DATE: _____

AIRPORT MANAGEMENT SERVICES, LLC

By _____

DATE _____

CONCOURSE VENTURES, INC.

By Dale Mason Cook

Date _____

FOR THE UNION:

[Insert Name of Labor Organization]

BY: _____

DATE: _____

Initialed

OK
For the Port Authority

For the Assignee

TE
For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

AMS-CV NEWARK, JV (the "Company") has complied with board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:

AMS-CV NEWARK, JV

By: Airport Management Services, LLC

BY: _____

DATE: _____

By: Concourse Ventures, Inc.

By: _____

DATE: _____

AIRPORT MANAGEMENT SERVICES, LLC

By _____

DATE _____

CONCOURSE VENTURES, INC.

By _____

Date _____

FOR THE UNION:

Airport, Racetrack + Allied Workers Joint Board, UNITE HERE

BY: _____

DATE: _____

Initialed _____ For the Port Authority

_____ For the Assignee

_____ For the Airline

ANB-173 Supp#2 – AMS-CV

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

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

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

Qualification as an ACDBE

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

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

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

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

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

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

General

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

OAK

For the Port Authority

Initialed:

MRN

For the Permittee

TE

For the Airline

Form F - Privilege, All Facilit..
12/4/73

:For Port Authority Use Only :
: ANB-940 :

AVIATION DEPT.
FILE COPY

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

PRIVILEGE PERMIT

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

1. **FACILITY:** **Newark Liberty International Airport**
2. **PERMITTEE:** HEALTHY FOOD CONCEPTS, LLC., a New Jersey limited liability company.
3. **PERMITTEE'S ADDRESS:** 1 Penn Plaza, Suite 1514
   New York, New York 10119
4. **PERMITTEE'S REPRESENTATIVE:** Raj Patel
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** As of March 10, 2008
8. **EXPIRATION DATE:** January 31, 2014 or the day preceding the 5th anniversary of the Rent Commencement Date, whichever is earlier, subject to Special Endorsement No. 15 of the Permit, unless sooner revoked as provided in Section 1 of the following Terms and Conditions.
9. **ENDORSEMENTS: 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 21.1, 22, 28 and Exhibit X, Schedule G, and Specials**

Dated: As of March 10, 2008

Consented and Agreed to by
CONTINENTAL AIRLINES, INC.
as of March 10, 2008

By
Name
(Title) Vice President ~~President~~
Real Estate
Continental Airlines, Inc

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

MLG/NEI

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
By
(Title) Asst Dir. CCAP

HEALTHY FOOD CONCEPTS, LLC.
Permittee
By
Print Name RAJ PATEL
(Title) ~~President~~ Member

TERMS AND CONDITIONS

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

2. The rights granted hereby shall be exercised

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

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

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

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

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

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

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

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

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

demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

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

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

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

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

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

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

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

16. No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

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

18. The Permittee hereby waives its right to trial by jury in any action that may hereafter be instituted by the Port Authority against the Permittee in respect of the permission granted hereunder and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

19. Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Permittee shall continue to perform the privilege granted under this Permit, after the expiration, revocation or termination of the effective period of the permission granted under this Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination, and ending on the date that the Permittee shall cease to perform the privilege at the Airport under the Permit, equal to twice the sum of the monthly fee under the Permit. Nothing herein contained shall give, or be deemed to give, the Permittee any right to continue to perform the privilege granted under this Permit at the Airport after the expiration, revocation or termination of the effective period of the permission granted under

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

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

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

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

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anyway connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of

such Records including without limitation salaries. benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

4. Effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event that upon conducting an examination and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

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

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

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

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

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

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

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

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons, including the United States of America, resulting from the Permittee's noncompliance with any of the provisions of this Endorsement, and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

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

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material

may be placed therein; said receptacles being provided and maintained by the Permittee. The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

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

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

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

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

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

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

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

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

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

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

(1) The Permittee in its own name as assured shall secure and pay the premium or premiums for such of the following policies of insurance with respect to which minimum limits are fixed in the schedule below. Each such policy shall be maintained in at least the limit fixed with respect thereto, shall cover the operations of the Permittee under this Permit, and shall be effective throughout the effective period:

SCHEDULE

	Policy	Minimum Limit
(a)	Commercial general liability insurance (to include contractual liability endorsement)	
	(1) Bodily-injury liability:	
	For injury or wrongful death to one person:	$2,000,000.00
	For injury or wrongful death to more than one person in any one occurrence:	$2,000,000.00
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$2,000,000.00
	(3) Products liability:	$2,000,000.00
	(4) Liquor Liability:	$2,000,000.00
(b)	Automotive liability insurance:	
	(1) Bodily-injury liability	
	For injury or wrongful death to one person:	$
	For injury or wrongful death to more than one person in any one occurrence:	$
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$
(c)	Plate and mirror glass insurance, covering all plate and mirror glass in the premises, and the lettering, signs, or decorations, if any, on such plate and mirror glass:	$
(d)	Boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$
(e)	"Additional Interest" policy of boiler and machinery	

insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space: $

(2) The Port Authority shall be named as an additional insured in any policy of liability insurance required by this Endorsement, unless the Port Authority shall, at any time during the effective period of this Permit, direct otherwise in writing, in which case the Permittee shall cause the Port Authority not to be so named.

(3) Every policy of insurance on property other than that of the Permittee required by this Endorsement shall name the Port Authority as the owner of property, unless the Space is located in an area as to which the Port Authority is itself a lessee, in which case the Port Authority shall be named as the lessee and the owner shall be named as the owner, and the policy shall be endorsed substantially as follows:

> "Loss, if any, under this policy, as to the interest of the owner and as to the interest of the Port Authority of New York and New Jersey, shall be adjusted solely with the Port Authority, and all proceeds under this policy shall be paid solely to the Port Authority."

(4) The "Additional Interest" policy of boiler and machinery insurance required by this Endorsement shall provide protection under Sections 1 and 2 only of the Insuring Agreements of the form of policy approved for use as of the date hereof by the National Bureau of Casualty Underwriters, New York, New York.

(5) As to any insurance required by this Endorsement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority within ten (10) days after the execution of this Permit. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving ten (10) days' written notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, of if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

(6) Each policy of insurance required by this Endorsement shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

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

The Permittee shall not do or permit to be done any act which

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

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

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

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

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

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

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

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

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

SPECIAL ENDORSMENTS

1. (a) By agreement of lease, dated as of January 11, 1985 bearing Port Authority file No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease") the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of March 10, 2008 (hereinafter called the "Sublease"), under which the Permittee has agreed to operate certain consumer services in locations the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate at the Terminal a first-class food and beverage concession, serving the following products: hand-rolled, flavored, soft pretzels, which flavors may include, but not be limited to original, cinnamon sugar, garlic, whole wheat, sour cream and onion, sesame seed, glazin' raisin, carmel almond, jalapeno, and other flavors which Auntie Anne's, Inc. may introduce; toppings which may include cheese, chocolate fudge, marinara sauce, and other toppings which Auntie Anne's, Inc. may introduce; other

products utilizing the soft pretzel dough; hand-squeezed and /or other varieties of lemonade, iced tea, coffee, hot chocolate, hot tea, carbonated beverages and other non-alcoholic beverages, which may include Dutch Treats such as Dutch Ice, Dutch Shakes, and Dutch Smoothies; and printed materials bearing the Auntie Anne's trademark; and for no other purpose whatsoever.

(c) The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefore, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

(d) The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift

certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record-keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Annual Exemption Amount" shall mean the sum of Seven Hundred Forty-six Thousand Six Hundred Sixty-six Dollars and Sixty-seven Cents ($746,666.67) as the same may be reduced by the operation of the proration provisions hereof and as the same may be adjusted pursuant to the Sublease. The Monthly Exemption Amount shall equal one-twelfth of the Annual Exemption Amount.

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of One Hundred Twelve Thousand Dollars and No Cents ($112,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Nine Thousand Three Hundred Thirty-three Dollars and Thirty-three Cents ($9,333.33), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit. If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Enplanements, pursuant to the terms of the Sublease.

(ii) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination,

revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(iii) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority a monthly percentage rent equivalent to the PA Share equal to fifteen percent (15%) of all gross receipts of the Permittee in excess of Sixty-two Thousand Two Hundred Twenty-two Dollars and Twenty-two Cents ($62,222.22), the Monthly Exemption Amount, arising during the effective period of permission hereunder.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage(s) stated in paragraph (c) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentages applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentage(s) set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable Monthly Exemption Amount, established for the monthly period, or (B)

the applicable percentages set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Annual Exemption Amount, established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable Monthly Exemption Amounts, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Annual Exemption Amount, less the total of all percentage rent payments previously made for such annual period. At any time that the Monthly Exemption Amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated Annual Exemption Amount(s) established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) February 5, 2009,

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. The Permittee shall be required to make a minimum initial capital investment (excluding furniture, fixtures and equipment) to ready the Space for initial occupancy and operations in an amount equal to Two Hundred Dollars ($200) per square foot. Nothing herein shall reduce the Permittee's obligations to comply with the Port Authority's Tenant Alteration and Application process and the Airline's design specifications and standards, nor reduce any obligation of the Permittee under the Sublease to maintain, improve or refurbish the Space during the term of the subletting.

5. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

> "Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an

amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same). Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

"If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefore within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(e) Paragraph (a) of Section 6 of the foregoing Terms and Conditions shall be deemed deleted in its entirety and the following new paragraph (a) shall be substituted in lieu thereof:

"(a) Without in any manner affecting the obligations of the Airline under the Airline Lease and under this Permit, and notwithstanding the terms and conditions of the Sublease, the Permittee shall make repairs and replacements in, at or about the Space as if it were the Airline under the Airline Lease. In addition, the Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, and the City of New York, from and against (and shall reimburse the Port Authority for its costs and expenses including attorneys' fees and other legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Permit by the Permittee or out of its operations under the Sublease or at the Space or out of the use or occupancy of the Space by the Permittee or others with its consent, or out of any other acts or omissions of the Permittee, its officers, employees, agents, representatives, contractors, members (in their capacity as members of the Permittee if it is a limited liability entity), managers (in their capacity as managers of the Permittee if it is a limited liability entity), partners (if Permittee is a partnership), customers, invitees and other persons who are doing business with the Permittee or who are at the Space or the Terminal with the consent of the Permittee, or out of any other acts or omissions of the Permittee, its officers and employees at the Airport including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Airline Lease) whereby the Port Authority has agreed to indemnify the City of New York against claims. However, all acts and omissions of the Permittee shall be deemed to be acts and omissions of the Airline under the Airline Lease and the Airline shall also be severally responsible therefore, including but not limited to the obligations of indemnification, repair and replacement."

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

"In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(h) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(i) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

(ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".

(iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(j) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

(k) Notwithstanding the provisions of Standard Endorsement 21.1 annexed to this Permit, the Port Authority (as well as the Airline and the Manager) shall be named as an additional insured in any policy of liability insurance required by the provisions of this Permit and each such policy of insurance so required shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(l) The policies referred to in Standard Endorsement 21.1 shall provide or contain an endorsement providing that:

(i) the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority, and

(ii) the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Permittee shall be the same as the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person as if the Port Authority were the named insured thereunder,

but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

(m) Without limiting the generality of the provisions of Standard Endorsement 23.1, the Permittee agrees that notwithstanding the sum stated to be the security deposit to be delivered to the Port Authority upon execution of this Permit, the security amount required hereunder shall at all times during the period of permission be an amount equal to at least three (3) months' Guaranteed Rent in cash or bonds (as described in said Standard Endorsement) or at least twelve (12) months' Guaranteed Rent in the form of a clean irrevocable letter of credit satisfactory to the Port Authority and, accordingly, such amount may change from time to time by notice to the Permittee during such period.

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

(g) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, not unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(2) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(3) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to an assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise.

Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of an payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority , and payable in the Port of New York District in the amount of Thirty-seven Thousand Five Hundred Dollars and No Cents ($37,500.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6)

months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security hereunder. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made in accordance with the provisions of this Permit. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to constitute a waiver of any default by the Permittee under the terms of this Permit and all remedies of the Port Authority consequent upon such default shall not be affected by the existence of any recourse to any such letter of credit.

(b) The Permittee hereby certifies that its Federal Tax Identification Number is
(Ex. 1) or the purposes of this Special Endorsement.

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

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

agreement, or other agreement covered by 49 CFR Part 23. The Permittee agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreement. Further, the Permittee agrees to comply with the terms and provisions of Schedule G, attached hereto and hereto made a part hereof.

14. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under this Permit, the Permittee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Permittee recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Permittee shall immediately give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all impending or existing labor-related disruptions and the progress thereof.

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Permittee at the Terminal, or against its operations thereat pursuant to this Permit, which in the opinion of the Port Authority (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(b) Labor peace agreement. The Permittee represents that, prior to or upon entering into this Supplemental Agreement, it has delivered to the Port Authority evidence of a signed labor peace agreement, in the form attached hereto as Exhibit X or, in the event Exhibit X is inapplicable, then a signed officer's certification to such effect in the required form provided by the Port Authority.

(c) Employee Retention. If the Permittee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Space (the "Predecessor Concession"), the Permittee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Permittee at the Space. The foregoing requirement shall be subject to the Permittee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Permitte shall retain such staff as is deemed

commercially reasonable on the basis of seniority with the Predecessor Concession at the Space. The Port Authority shall have the right to demand from the Permittee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision. In the event the Permittee fails to comply with this provision, the Port Authority have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(d) Applicability of Provision. The provisions of this section shall apply to concession operators which employ ten (10) or more persons at the Space.

For the Port Authority

Initialed:

For the Permittee

For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

HEALTHY FOOD CONCEPTS, LLC. (the "Company") has complied with Board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY: HEALTHY FOOD CONCEPTS, LLC.	FOR THE UNION: [Insert Name of Labor Organization]
BY:_____	BY:_____
DATE:_____	DATE:_____

SCHEDULE G

Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation

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

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

Qualification as an ACDBE

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

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed $47.78 million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged

individuals who own it. The personal net worth standard used in determining eligibility for purposes of part 23 is $750,000.

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

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the Port Authority, as a certifying partner in the New York State and New Jersey UCPs will determine whether the individual is socially or economically disadvantaged under the criteria

established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

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

General

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

For the Port Authority

Initialed:

For the Permittee

For the Airline

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into by and between Healthy Food Concepts, LLC (hereinafter the "Employer"), and UNITE HERE (the "Union").

1. This Agreement shall cover all employees covered in classifications listed in Exhibit A (referred to hereinafter as "Employees") in a unit of all food and beverage, retail, news and gifts and duty free operations ("Operations") at Newark Liberty International Airport ("Airport"), which during the term of this Agreement are operated by or substantially under the control of the Employer. The term "Employer" shall be deemed to include any person, firm, partnership, corporation, joint venture or other legal entity substantially under the control of the Employer covered by this Agreement, or one or more principal(s) of the Employer covered by this Agreement, or a subsidiary of the Employer covered by this Agreement, or any person, firm, partnership, corporation, joint venture or other legal entity which substantially controls the Employer covered by this Agreement.

2. The parties hereby establish the following procedure for the purpose of ensuring an orderly environment for the exercise by the Employees of their rights under Section 7 of the National Labor Relations Act and to avoid picketing and/or other economic action directed at the Employer in the event the Union decides to conduct an organizing campaign among Employees.

3. The parties mutually recognize that national labor law guarantees employees the right to form or select any labor organization to act as their exclusive representative for the purpose of collective bargaining with their employer, or to refrain from such activity.

4. The Employer will take a neutral approach to unionization of Employees. The Employer will not do any action nor make any statement that will directly or indirectly state or imply any opposition by the Employer to the selection by such Employees of a collective bargaining agent, or preference for or opposition to any particular union as a bargaining agent.

5. The Union and its representatives will not coerce or threaten any Employee in an effort to obtain authorization cards.

6. If the Union provides written notice to the Employer of its intent to organize Employees covered by this Agreement, the Employer shall provide access to its premises and to such Employees by the Union in accordance with the conditions set forth in this paragraph. The Union may engage in organizing efforts in non-work areas during Employees' non-working times (before work, after work, and during meals and breaks) and/or during such other periods as the parties may mutually agree upon. "Organizing" includes communicating with Employees before and after recognition of the Union as provided in Paragraph 8. The Employer shall request the granting of security clearance from the appropriate authority and use its best efforts to obtain clearance for the organizers. The Union shall exercise due care so that its access to Employees does not disrupt the Employer's business or violate any security regulations.

7. Within ten (10) days following receipt of written notice of intent to organize Employees, the Employer will furnish the Union with a complete list of Employees, including both full and part-time Employees, showing their job classifications, departments, including terminals, and addresses. Thereafter, the Employer will provide updated complete lists monthly upon request of the Union.

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8. The Union may request recognition as the exclusive collective bargaining agent for the Employees in a unit consisting of all the Operations. The Union may request recognition at any time a substantial and representative complement of Employees is actively at work in the Operations, even if some of the Operations have not yet opened at the time the Union makes its request. The Arbitrator identified in Paragraph 12, or another person mutually agreed to by Employer and Union, will conduct a review of Employees' authorization cards and membership information submitted by the Union in support of its claim to represent a majority of such Employees. The review shall involve a comparison of the authorization card signatures of the Employees to W-4 or I-9 forms for such Employees provided to the Arbitrator by the Employer. The identity of all card-signers shall be kept confidential from the Employer. Such review shall take place no more than ten days after the Union's request absent mutual agreement to extend time. If that review establishes that a majority of such Employees has designated the Union as their exclusive collective bargaining representative or joined the Union, the Employer will recognize the Union as such representative of such Employees. The Employer will not file a petition with the National Labor Relations Board for any election in connection with any demands for recognition provided for in this agreement or file a notice of voluntary recognition with the NLRB, so that the decision of when and whether to provide such notice is within the sole discretion of the Union. If the Union notifies the NLRB of recognition pursuant to this Agreement, the Employer shall post the NLRB notice of recognition in accordance with the instructions from the NLRB immediately upon receipt of the notice. The Union and the Employer agree that if any other person or entity petitions the National Labor Relations Board for any election as a result of or despite recognition of the Union pursuant to this Paragraph, (a) if the NLRB notice has been posted for 45 days before the petition is filed (a condition that applies only to this subparagraph (a)), the Employer and the Union will each request that the NLRB dismiss the petition on grounds of recognition bar or, if they have agreed to a collective bargaining agreement covering Employees at the time the petition is filed, on grounds of contract bar, (b) if the petition is not dismissed, the Employer and the Union shall agree to a full consent election agreement under Section 102.62(c) of the NLRB's Rules and Regulations, and (c) the Employer and the Union shall at all times abide by the provisions of this Agreement except that the Union may file unfair labor practice charges. Except as provided above, the Union and the Employer will not file any charges with the National Labor Relations Board in connection with any act or omission occurring within the context of this agreement; arbitration under Paragraph 12 shall be the exclusive remedy.

9. If the Union is recognized as the exclusive collective bargaining representative as provided in paragraph 8, negotiations for a collective bargaining agreement shall be commenced immediately. To ensure labor peace throughout the collective bargaining process, if the parties are unable to reach agreement on a collective bargaining agreement within 60 days after the Union's request for collective bargaining, all unresolved issues shall be submitted for resolution to final and binding arbitration pursuant to Paragraph 12. The arbitrator identified in paragraph 12 below shall be the arbitrator, unless another arbitrator is mutually agreed to by the parties. The arbitrator shall be guided by, but not limited to, the following considerations: (a) Wages, hours and other terms and conditions of employment of the Employer's competitors; (b) The Employer's financial capacity (if the Employer places this in issue); (c) Cost of living as it affects the Employees; (d) Ability of Employees to earn a living wage for the support of themselves and their families; and (e) Regional and local market conditions.

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10. During the life of this Agreement, the Union will not engage in picketing or other economic activity at the Airport, and the Employer will not engage in a lockout of the Employees. If the Employer recognizes any union besides Union as the exclusive collective bargaining representative of Employees, or any of them, this paragraph shall terminate immediately and without notice.

11 In the event that the Employer sells, transfers, or assigns all or any part of its right, title, or interest in the Operations or substantially all of the assets used in the Operations, or in the event there is a change in the form of ownership of the Employer, the Employer shall give the Union reasonable advance notice thereof in writing, and the Employer further agrees that as a condition to any such sale, assignment, or transfer, the Employer will obtain from its successor or successors in interest a written assumption of Paragraphs 4, 6, 7, 8, 9, 12, 13, and 14 of this Agreement, provided the Union agrees contemporaneously to assume Paragraphs 5 and 10 of this Agreement, and furnish a copy thereof to the Union, in which event the assignor shall be relieved of its obligations hereunder to the extent that the assignor has fully transferred its right, title, or interest.

12. The parties agree that any disputes over the interpretation or application of this Agreement shall be submitted to expedited and binding arbitration, with Dan Silverman of New York serving as the arbitrator. If he is unavailable to serve within thirty (30) calendar days of notification then Ralph Berger of New York or another mutually acceptable person, shall be the arbitrator. The arbitrator shall have the authority to determine the arbitration procedures to be followed. The arbitrator shall also have the authority to order the non-compliant party to comply with this Agreement. The parties hereto agree to comply with any order of the arbitrator, which shall be final and binding. The United States District Court for the Southern District of New York shall have exclusive jurisdiction in any action concerning arbitration under this Agreement. The parties hereto agree to comply with any order of the arbitrator, which shall be final and binding, and furthermore consent to the entry of any order of the arbitrator as the order or judgment of the court, without entry of findings of fact and conclusions of law.

13. This Agreement shall be in full force and effect from the date it is fully executed on behalf of the Employer and the Union until the expiration of the Employer's contract(s) with the Airport or the Airport's agent, or if sooner upon execution of a collective bargaining agreement, which explicitly supersedes this document.

14. No copies of the Agreement shall be disclosed to anyone unaffiliated with the Union, Employer or Employees except as required by law or as part of any arbitration proceeding under this MOA. Employer will submit Exhibit X to the Port Authority as evidence of its signed labor peace agreement.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands.

FOR THE EMPLOYER:	FOR THE UNION:
Healthy Food Concepts, LLC	UNITE HERE
AVIAF ISAAC	Erica Bader

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Date: 3/26/09

Date: 3/26/09

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EXHIBIT A

All regular full-time and regular part-time food and beverage, retail clerk, stocking and warehouse employees, including lead employees and working supervisors who are not authorized to hire, fire or effectively recommend discipline, and excluding supervisors, managers and guards as defined in the National Labor Relations Act.

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EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

Healthy Food Concepts, LLC (the "Company") has complied with board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:

Healthy Food Concepts, LLC
At Newark Liberty International Airport

BY: ALTAF ISAN

DATE: 3/26/09

FOR THE UNION:

UNITE HERE

BY: _____

DATE: 3/26/09

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Form F - Privilege, All Facilities

:For Port Authority Use Only :
: ANC-251 :

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

PRIVILEGE PERMIT

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

1. **FACILITY: Newark Liberty International Airport**
2. **PERMITTEE: HOST INTERNATIONAL, INC. D/B/A Balducci's,** incorporated under the laws of the State of Delaware
3. **PERMITTEE'S ADDRESS:** 6905 Rockledge Drive
   Bethesda, MD 20817
4. **PERMITTEE'S REPRESENTATIVE:** Joseph Waller
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** October 25, 2010
8. **EXPIRATION DATE:** the later of (a) March 30, 2013 and (b) the date that is the earlier of (i) two days prior to the expiration date of the extended term of Continental Airlines, Inc. Terminal C Lease covering Concourses C-1 and C-2 and (ii) the day preceding the seventh (7th) anniversary of the Rent Commencement Date (as herein defined), unless sooner revoked as provided in Section 1 of the Terms and Conditions.
9. **ENDORSEMENTS:** 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 22, 28, Exhibit X, Schedule G, and Specials

Dated: As of October 25, 2010

Consented and Agreed to by
CONTINENTAL AIRLINES, INC.
as of October 25, 2010

By Kate Gebo

Print Name Kate Gebo
(Title) Vice President Corporate Real Estate

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) David Kagan
~~Assistant Director~~
Business. Properties & Airport Development

HOST INTERNATIONAL INC.,
Permittee

By
Print Name RICHARD KUNKLE
Authorized Signatory
(Title) ~~President~~

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

SSA

TERMS AND CONDITIONS

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

2. The rights granted hereby shall be exercised

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

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

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

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

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

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

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

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

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

Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

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

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

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

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

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail or certified mail addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most

recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

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

16. No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

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

18. The Permittee hereby waives its right to trial by jury in any action that may hereafter be instituted by the Port Authority against the Permittee in respect of the permission granted hereunder and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

19. Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Permittee shall continue to perform the privilege granted under this Permit, after the expiration, revocation or termination of the effective period of the permission granted under this Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination, and ending on the date that the Permittee shall cease to perform the privilege at the Airport under the Permit, equal to twice the sum of the monthly fee under the Permit. Nothing

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

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

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

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

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anyway connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port

Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

4. Effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event that upon conducting an examination and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

STANDARD ENDORSEMENT NO. 4.1
MERCHANDISE AND/OR SERVICES
All Airports
7/21/49

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

The Permittee shall

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

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

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

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

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

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

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

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons, including the United States of America, resulting from the Permittee's noncompliance with any of the provisions of this Endorsement, and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

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

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

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

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

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

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

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

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

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

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

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

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

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

The Permittee shall not do or permit to be done any act which

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

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

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

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

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

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

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

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

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

Special Endorsements

1. (a) By agreement of lease, dated as of January 11, 1985, bearing Port Authority Lease No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease"), the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of October 25, 2010 (the "Sublease"), under which the Permittee has agreed to operate certain consumer services in a location the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms, the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed food and beverage operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate a first-class quick serve food and beverage concession, at the Terminal, using the trade name "Balducci's", providing for the service of the following: freshly prepared breakfast items including pastries; a wide selection of freshly prepared gourmet sandwiches; wraps; salads; soups; and related side dishes together with a wide variety of non-alcoholic beverages; and for no other purpose whatsoever other than as set forth above in this paragraph.

Special Endorsements

(c) The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

(d) The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then

the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefore is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record-keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall

be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Percentage Rent" shall mean, for each annual period, fifteen percent (15%) of all gross receipts in excess of One Hundred Sixty-two Thousand Two Hundred Twenty-two Dollars and Twenty-one Cents ($162,222.21) per month, payable monthly.

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of Two Hundred Ninety-two Thousand Dollars and No Cents ($292,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Twenty-four Thousand Three Hundred Thirty-three Dollars and Thirty-three Cents ($24,333.33), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit.

(ii) If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Emplacements, pursuant to the terms of the Sublease.

(v) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(vi) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, storage premises rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority a monthly percentage rent, calculated in accordance with paragraph (e) of this Special Endorsement.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage(s) stated in paragraph (a) (v) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentages applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentage(s) set forth in paragraph (a) (v) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable monthly installment of Guaranteed Rent, established for the monthly period, or (B) the applicable percentages set forth in paragraph (a) (v) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Guaranteed Rent established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable monthly installment of Guaranteed Rent, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Guaranteed Rent, less the total of all percentage rent payments previously made for such annual period. At any time that the amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of the month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if

the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated annual Guaranteed Rent established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder is measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) October 25, 2010.

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

Special Endorsements

"Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination. In the event the Port Authority exercises it right to revoke this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation, including without limitation any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Permit including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Permit."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

> "If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(e) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

Special Endorsements

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

> "In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(h) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(i) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

> (ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".
>
> (iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(j) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

Special Endorsements

5. The Permittee in its own name as insured and including the Port Authority as an additional insured, shall maintain and pay the premiums during the effective period of the Permit on a policy or policies of Commercial General Liability Insurance, including premises-operations and products-completed operations and covering bodily-injury liability, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limit set forth below:

	Minimum Limits
Commercial General Liability Insurance	
Combined single limit per occurrence for death, bodily injury and property damage liability:	$2,000,000.00

In the event the Permittee maintains the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured, except for the Workers' Compensation and Employers Liability Insurance policies, to the full extent of all such insurance in accordance with all terms and provisions of the Permit, including without limitation this Insurance Schedule.

(b) Each policy of insurance, except for the Workers' Compensation and Employers Liability Insurance policies, shall also contain an ISO standard "separation of insureds" clause or a cross liability endorsement providing that the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority and any claim or action against the Port Authority by the Permittee, as if the Port Authority were the named insured thereunder, but such clause or endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured. Each policy of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Permittee under Section 7 of the Terms and Conditions of the Permit.

(c) All insurance coverages and policies required under this Insurance Schedule may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the period of permission under the Permit. The Port Authority may, at any such time, require additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required and the Permittee shall promptly comply therewith.

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

Special Endorsements

(e) A certified copy of each policy or a certificate or certificates of insurance evidencing the existence thereof, or binders, shall be delivered to the Port Authority upon execution and delivery of the Permit by the Permittee to the Port Authority. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate of insurance. Any renewal policy shall be evidenced by a renewal certificate of insurance delivered to the Port Authority at least thirty (30) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the Permit. The aforesaid insurance shall be written by a company or companies approved by the Port Authority. If at any time any insurance policy shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policy shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each policy shall be delivered to or made available for inspection by the Port Authority.

(f) The foregoing insurance requirements shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Permittee under the Permit. The foregoing insurance requirements shall not constitute a representation or warranty as to the adequacy of the required coverage to protect the Permittee with respect to the obligations imposed on the Permittee by the Permit or any other agreement or by law.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants,

conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority twenty percent

(20%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

(g) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) Notwithstanding anything to the contrary stated in Section(s) 2.08 of the Sublease, there shall be no abatement of the PA Share of rent payable under this Permit or the Sublease under the circumstances described in Section(s) 2.08.

(2) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, not unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(3) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(4) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to an assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of an payment of fees, rents or other moneys in less than the required

amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority , and payable in the Port of New York District in the amount of Seventy-three Thousand Dollars and No Cents ($73,000.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of

credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to waiver of any default by the Permittee under the terms of this Permit and all remedies of the Permit and of the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit

(b) The Permittee hereby certifies that its Federal Tax Identification Number is (Ex. 1) for the purposes of this Special Endorsement.

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

13. The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement or any management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23. The Permittee agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreement. Further, the Permittee agrees to comply with the terms and provisions of Schedule G, attached hereto and hereto made a part hereof.

14. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under this Permit, the Permittee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Permittee recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Permittee shall immediately give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all impending or existing labor-related disruptions and the progress thereof.

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Permittee at the Terminal, or against its operations thereat pursuant to this Permit, which in the opinion of the Port Authority (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

Special Endorsements

(b) Labor peace agreement. The Permittee represents that, prior to or upon entering into this Supplemental Agreement, it has delivered to the Port Authority evidence of a signed labor peace agreement, in the form attached hereto as Exhibit X or, in the event Exhibit X is inapplicable, then a signed officer's certification to such effect in the required form provided by the Port Authority.

(c) Employee Retention. If the Permittee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Space (the "Predecessor Concession"), the Permittee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Permittee at the Space. The foregoing requirement shall be subject to the Permittee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Permitte shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space. The Port Authority shall have the right to demand from the Permittee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision. In the event the Permittee fails to comply with this provision, the Port Authority have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(d) Applicability of Provision. The provisions of this section shall apply to concession operators which employ ten (10) or more persons at the Space.

[NO FURTHER TEXT ON THIS PAGE]

Special Endorsements

15. In the event that upon conducting an examination and audit the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge(s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority to payment of any late charge(s) or other service charge(s) payable under the provisions of this paragraph with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid hereunder. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to terminate this Permit; or (ii) any obligations of the Airline under this Permit.

OAE
For the Port Authority

Initialed: PM
For the Permittee

KG
For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

Host International, Inc. (the "Company") has complied with board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:

Host International, Inc.

BY: Susan Seubert

DATE: 5/20/10

FOR THE UNION:

UNITE HERE

BY: [illegible]

DATE: 5/20/2010

Letter in lieu of Exhibit X

[CONCESSIONAIRE COMPANY'S LETTERHEAD]

The Port Authority of New York and New Jersey

225 Park Avenue South

New York, NY 10003

Attn: Director of Aviation

To Whom It May Concern:

Reference is made to a permit ("Permit"), dated _____, between The Port Authority of New York and New Jersey (Port Authority) and this company ("Permittee") for concession space at Terminal ___ at _____Airport ("Airport"). This letter is being provided in connection with [the Permit][Supplement No. ___ to the Permit] and is accurate as of the date of the Permittee's execution of [the Permit][Supplement No. ___ to the Permit].

The undersigned is an officer of the Permittee and certifies to the Port Authority under penalty of perjury as follows. There is no labor organization (as defined by 29 U.S.C. Section 152(5)) that seeks to represent the Permittee's employees at the Airport. Accordingly, the Permittee has not, and is not obligated to, enter into a labor peace agreement as contemplated by Exhibit X to [the Permit][Supplement No. ___ to the Permit] and by the resolution of the Port Authority's Board of Commissioners, entitled "All Airports – Labor Harmony Policy", passed October 18, 2007.

Very truly yours,

_____

Print Name:

Title:

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

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

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

Qualification as an ACDBE

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

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

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

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

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

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

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

General

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

OAC
For the Port Authority

Initialed:
For the Permittee

KG
For the Airline

Form F - Privilege, All Facilities

:For Port Authority Use Only :
: ANC-252 :

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

225 Park Avenue South
New York, New York 10003

PRIVILEGE PERMIT

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

1. **FACILITY:** **Newark Liberty International Airport**
2. **PERMITTEE: HOST INTERNATIONAL, INC. D/B/A LA TAPENADE,** incorporated under the laws of the State of Delaware
3. **PERMITTEE'S ADDRESS:** 6905 Rockledge Drive
   Bethesda, MD 20817
4. **PERMITTEE'S REPRESENTATIVE:** General Counsel
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** October 25, 2010
8. **EXPIRATION DATE:** the later of July 9, 2018 or the day preceding the seventh (7th) anniversary of the Rent Commencement Date (as herein defined), unless sooner revoked as provided in Section 1 of the Terms and Conditions.
9. **ENDORSEMENTS:** 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 22, 28, Exhibit X, Schedule G, and Specials

Dated As of October 25, 2010

Consented and Agreed to by
CONTINENTAL AIRLINES, INC.
as of October 25, 2010

By Kate Gebo

Print Name Kate Gebo
(Title) Vice President Corporate Real Estate

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By
David Kagan
(Title) Assistant Director
Business, Properties & Airport Development

HOST INTERNATIONAL INC.,
Permittee

By
Print Name RICHARD KUNKLE
Authorized Signatory
(Title) President

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

SSA

TERMS AND CONDITIONS

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

2. The rights granted hereby shall be exercised

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

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

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

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

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

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

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

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

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

Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

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

8 Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

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

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

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail or certified mail addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most

recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

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

16. No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

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

18. The Permittee hereby waives its right to trial by jury in any action that may hereafter be instituted by the Port Authority against the Permittee in respect of the permission granted hereunder and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed

19. Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Permittee shall continue to perform the privilege granted under this Permit, after the expiration, revocation or termination of the effective period of the permission granted under this Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination, and ending on the date that the Permittee shall cease to perform the privilege at the Airport under the Permit, equal to twice the sum of the monthly fee under the Permit. Nothing

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

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

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

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

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anyway connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port

Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

4. Effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event that upon conducting an examination and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

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

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

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

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

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

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

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

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons, including the United States of America, resulting from the Permittee's noncompliance with any of the provisions of this Endorsement, and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

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

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee.

The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

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

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

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

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

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

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

STANDARD ENDORSEMENT NO 171
LAW COMPLIANCE
All Facilities
8/29/49

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

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

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

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

The Permittee shall not do or permit to be done any act which

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

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

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

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

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

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

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

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

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

Special Endorsements

1. (a) By agreement of lease, dated as of January 11, 1985, bearing Port Authority Lease No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease"), the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of October 25, 2010 (the "Sublease"), under which the Permittee has agreed to operate certain consumer services in a location the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms, the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed food and beverage operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate a first-class quick serve Mediterrean style food and beverage concession, at the Terminal, using the trade name "La Tapenade", providing for the service of the following: freshly prepared breakfast items; a wide selection of freshly prepared salads; flatbread pizzas sandwiches; wraps; toasted sandwiches; grilled panninis; and related side dishes together with a wide variety of non-alcoholic beverages; and a limited selection of wines and beer for consumption within the adjacent food court seating area only, and for no other purpose whatsoever other than as set forth above in this paragraph.

Special Endorsements

(c) The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

(d) The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein.

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall

expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefore is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record-keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the

gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Percentage Rent" shall mean, for each annual period, fifteen percent (15%) of all gross receipts in excess of One Hundred Thirty Thousand Five Hundred Fifty-five Dollars and Fifty-five Cents ($130,555.55) per month, payable monthly.

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of Two Hundred Thirty-five Thousand Dollars and No Cents ($235,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Nineteen Thousand Five Hundred Eighty-three Dollars and Thirty-three Cents ($19,583.33), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit.

(ii) If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Emplacements, pursuant to the terms of the Sublease.

(v) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month

(vi) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, storage premises rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority a monthly percentage rent, calculated in accordance with paragraph (e) of this Special Endorsement.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage(s) stated in paragraph (a) (v) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentages applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentage(s) set forth in paragraph (a) (v) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable monthly installment of Guaranteed Rent, established for the monthly period, or (B) the applicable percentages set forth in paragraph (a) (v) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Guaranteed Rent established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable monthly installment of Guaranteed Rent, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Guaranteed Rent, less the total of all percentage rent payments previously made for such annual period. At any time that the amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of the month in which the termination or revocation occurs

has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated annual Guaranteed Rent established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder is measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) October 25, 2010.

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

Special Endorsements

"Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination. In the event the Port Authority exercises it right to revoke this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation, including without limitation any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Permit including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Permit."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

> "If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

Special Endorsements

(e) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

> "In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(h) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(i) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

> (ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".
>
> (iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(j) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

Special Endorsements

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

5. The Permittee in its own name as insured and including the Port Authority as an additional insured, shall maintain and pay the premiums during the effective period of the Permit on a policy or policies of Commercial General Liability Insurance, including premises-operations and products-completed operations and covering bodily-injury liability, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limit set forth below:

	Minimum Limits
Commercial General Liability Insurance Combined single limit per occurrence for death, bodily injury and property damage liability:	$2,000,000.00

In the event the Permittee maintains the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured, except for the Workers' Compensation and Employers Liability Insurance policies, to the full extent of all such insurance in accordance with all terms and provisions of the Permit, including without limitation this Insurance Schedule.

(b) Each policy of insurance, except for the Workers' Compensation and Employers Liability Insurance policies, shall also contain an ISO standard "separation of insureds" clause or a cross liability endorsement providing that the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority and any claim or action against the Port Authority by the Permittee, as if the Port Authority were the named insured thereunder, but such clause or endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured. Each policy of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Permittee under Section 7 of the Terms and Conditions of the Permit.

(c) All insurance coverages and policies required under this Insurance Schedule may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the period of permission under the Permit. The Port Authority may, at any such time, require additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required and the Permittee shall promptly comply therewith.

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

the provisions of any statutes respecting suits against the Port Authority." The foregoing provisions or endorsements shall be recited in each policy or certificate to be delivered pursuant to the following paragraph (e).

(e) A certified copy of each policy or a certificate or certificates of insurance evidencing the existence thereof, or binders, shall be delivered to the Port Authority upon execution and delivery of the Permit by the Permittee to the Port Authority. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate of insurance. Any renewal policy shall be evidenced by a renewal certificate of insurance delivered to the Port Authority at least thirty (30) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the Permit. The aforesaid insurance shall be written by a company or companies approved by the Port Authority. If at any time any insurance policy shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policy shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each policy shall be delivered to or made available for inspection by the Port Authority.

(f) The foregoing insurance requirements shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Permittee under the Permit. The foregoing insurance requirements shall not constitute a representation or warranty as to the adequacy of the required coverage to protect the Permittee with respect to the obligations imposed on the Permittee by the Permit or any other agreement or by law

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein.

Special Endorsements

Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by

the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (h) (iii)

(g) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) Notwithstanding anything to the contrary stated in Section(s) 2.08 of the Sublease, there shall be no abatement of the PA Share of rent payable under this Permit or the Sublease under the circumstances described in Section(s) 2.08.

(2) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, not unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(3) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(4) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to an assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9 The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

Special Endorsements

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of an payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority , and payable in the Port of New York District in the amount of Fifty-eight Thousand Seven Hundred Fifty Dollars and No Cents ($58,750.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the

permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to waiver of any default by the Permittee under the terms of this Permit and all remedies of the Permit and of the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit

(b) The Permittee hereby certifies that its Federal Tax Identification Number is (Ex. 1) for the purposes of this Special Endorsement.

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

13. The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement or any management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23. The Permittee agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreement. Further, the Permittee agrees to comply with the terms and provisions of Schedule G, attached hereto and hereto made a part hereof.

14. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under this Permit, the Permittee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Permittee recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Permittee shall immediately give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all impending or existing labor-related disruptions and the progress thereof.

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Permittee at the Terminal, or against its operations thereat pursuant to this Permit, which in the opinion of the Port Authority (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance

thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(b) Labor peace agreement. The Permittee represents that, prior to or upon entering into this Supplemental Agreement, it has delivered to the Port Authority evidence of a signed labor peace agreement, in the form attached hereto as Exhibit X or, in the event Exhibit X is inapplicable, then a signed officer's certification to such effect in the required form provided by the Port Authority.

(c) Employee Retention. If the Permittee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Space (the "Predecessor Concession"), the Permittee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Permittee at the Space. The foregoing requirement shall be subject to the Permittee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession, except, however, that the Permitte shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space. The Port Authority shall have the right to demand from the Permittee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision. In the event the Permittee fails to comply with this provision, the Port Authority have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(d) Applicability of Provision. The provisions of this section shall apply to concession operators which employ ten (10) or more persons at the Space.

15. In the event that upon conducting an examination and audit the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge(s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority to payment of any late charge(s) or other service charge(s) payable under the provisions of this paragraph with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid hereunder. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of

the Port Authority under this Permit, including, without limitation, the Port Authority's rights to terminate this Permit; or (ii) any obligations of the Airline under this Permit.

For the Port Authority

Initialed:

For the Permittee

For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

Host International, Inc. (the "Company") has complied with board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:

Host International, Inc.

BY: Susan Seubert

DATE: 5/20/10

FOR THE UNION:

UNITE HERE

BY: [illegible]

DATE: 5/20/2010

Letter in lieu of Exhibit X

[CONCESSIONAIRE COMPANY'S LETTERHEAD]

The Port Authority of New York and New Jersey

225 Park Avenue South

New York, NY 10003

Attn: Director of Aviation

To Whom It May Concern:

Reference is made to a permit ("Permit"), dated _____, between The Port Authority of New York and New Jersey (Port Authority) and this company ("Permittee") for concession space at Terminal ___ at _____Airport ("Airport"). This letter is being provided in connection with [the Permit][Supplement No. ___ to the Permit] and is accurate as of the date of the Permittee's execution of [the Permit][Supplement No. ___ to the Permit].

The undersigned is an officer of the Permittee and certifies to the Port Authority under penalty of perjury as follows. There is no labor organization (as defined by 29 U.S.C. Section 152(5)) that seeks to represent the Permittee's employees at the Airport. Accordingly, the Permittee has not, and is not obligated to, enter into a labor peace agreement as contemplated by Exhibit X to [the Permit][Supplement No. ___ to the Permit] and by the resolution of the Port Authority's Board of Commissioners, entitled "All Airports – Labor Harmony Policy", passed October 18, 2007.

Very truly yours,

_____

Print Name:

Title:

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

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

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

Qualification as an ACDBE

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

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed $47 78 million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of

which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

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

OAC

For the Port Authority

Initialed: AK

For the Permittee

KG

For the Airline

Form F - Privilege, All Facilities

:For Port Authority Use Only :
: ANC-222 :

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

PRIVILEGE PERMIT

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

1. **FACILITY: Newark Liberty International Airport**
2. **PERMITTEE:** HUDSON GROUP (HG) RETAIL, LLC, a limited liability company organized under the laws of the State of Delaware
3. **PERMITTEE'S ADDRESS:** 1 Meadowlands Plaza STE 902
East Rutherford, New Jersey 07073
4. **PERMITTEE'S REPRESENTATIVE:** Michael Mullaney
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** August 10, 2010
8. **EXPIRATION DATE:** the later of January 6, 2016 or the day preceding the fifth (5th) anniversary of the Rent Commencement Date (as herein defined), unless sooner revoked as provided in Section 1 of the Terms and Conditions.
9. **ENDORSEMENTS:** 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 22, 28, Exhibit X, Schedule G, and Specials

Dated: As of August 10, 2010

Consented and Agreed to by
CONTINENTAL AIRLINES, INC.
as of August 10, 2010

By Kate Gebo

Print Name KATE GEBO
(Title) VP CRE President

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By Ronald DeRose
(Title) Asst Director, CCAS

HUDSON GROUP (HG) RETAIL, LLC,
Permittee

By
Print Name Michael [illegible] Mullaney
[illegible] President
(Title) Member/Manager [illegible] Development

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

MLG/NEI

TERMS AND CONDITIONS

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

2. The rights granted hereby shall be exercised

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

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

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

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

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

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

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

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

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

Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

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

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder

13. As used herein:

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

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

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail or certified mail addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most

recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

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

16. No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

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

18. The Permittee hereby waives its right to trial by jury in any action that may hereafter be instituted by the Port Authority against the Permittee in respect of the permission granted hereunder and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

19. Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Permittee shall continue to perform the privilege granted under this Permit, after the expiration, revocation or termination of the effective period of the permission granted under this Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination, and ending on the date that the Permittee shall cease to perform the privilege at the Airport under the Permit, equal to twice the sum of the monthly fee under the Permit. Nothing

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

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

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

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

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anyway connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port

Authority for the purpose of conducting such audit and examination.

3 The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

4. Effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event that upon conducting an examination and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

STANDARD ENDORSEMENT NO. 4.1
MERCHANDISE AND/OR SERVICES
All Airports
7/21/49

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

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

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

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

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

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

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

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

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons, including the United States of America, resulting from the Permittee's noncompliance with any of the provisions of this Endorsement, and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

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

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee.

The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

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

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

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

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

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

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

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

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

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

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

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

The Permittee shall not do or permit to be done any act which

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

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

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

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

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

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

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

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

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

Special Endorsements

1. (a) By agreement of lease, dated as of January 11, 1985, bearing Port Authority Lease No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease"), the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of August 10, 2010 (the "Sublease"), under which the Permittee has agreed to operate certain consumer services in a location the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms, the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate a first-class retail concession, at the Terminal, using the trade name "Coach", providing for the sale at retail of: Coach branded handbags, wallets, briefcases, messenger bags, sunglasses, watches, keyrings, belts, scarves, hats, jewelry, fragrances and business accessories for men and women and such other Coach branded items as are sold from time to time in Coach stores operated in the United States, and for no other purpose whatsoever other than as set forth above in this paragraph.

Special Endorsements

(c) The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

(d) The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then

the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefore is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record-keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall

be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Percentage Rent" shall mean, for each annual period, ten percent (10%) of all gross receipts in excess of One Hundred Thirty-three Thousand Three Hundred Thirty-three Dollars and Thirty-three Cents ($133,333.33) per month, payable monthly.

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of One Hundred Sixty Thousand Dollars and No Cents ($160,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Thirteen Thousand Three Hundred Thirty-three Dollars and Thirty-three Cents ($13,333.33), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit.

(ii) If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Emplacements, pursuant to the terms of the Sublease.

(v) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(vi) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, storage premises rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority a monthly percentage rent, calculated in accordance with paragraph (e) of this Special Endorsement.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage(s) stated in paragraph (a) (v) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentages applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentage(s) set forth in paragraph (a) (v) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable monthly installment of Guaranteed Rent, established for the monthly period, or (B) the applicable percentages set forth in paragraph (a) (v) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Guaranteed Rent established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable monthly installment of Guaranteed Rent, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Guaranteed Rent, less the total of all percentage rent payments previously made for such annual period. At any time that the amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the

monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated annual Guaranteed Rent established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) January 7, 2011.

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

Special Endorsements

"Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination. In the event the Port Authority exercises it right to revoke this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation, including without limitation any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Permit including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Permit."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

> "If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(e) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

Special Endorsements

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

> "In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(h) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(i) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

> (ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".
>
> (iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(j) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

Special Endorsements

5. The Permittee in its own name as insured and including the Port Authority as an additional insured, shall maintain and pay the premiums during the effective period of the Permit on a policy or policies of Commercial General Liability Insurance, including premises-operations and products-completed operations and covering bodily-injury liability, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limit set forth below:

	Minimum Limits
Commercial General Liability Insurance Combined single limit per occurrence for death, bodily injury and property damage liability:	$2,000,000.00

In the event the Permittee maintains the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured, except for the Workers' Compensation and Employers Liability Insurance policies, to the full extent of all such insurance in accordance with all terms and provisions of the Permit, including without limitation this Insurance Schedule.

(b) Each policy of insurance, except for the Workers' Compensation and Employers Liability Insurance policies, shall also contain an ISO standard "separation of insureds" clause or a cross liability endorsement providing that the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority and any claim or action against the Port Authority by the Permittee, as if the Port Authority were the named insured thereunder, but such clause or endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured. Each policy of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Permittee under Section 7 of the Terms and Conditions of the Permit.

(c) All insurance coverages and policies required under this Insurance Schedule may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the period of permission under the Permit. The Port Authority may, at any such time, require additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required and the Permittee shall promptly comply therewith.

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

Special Endorsements

(e) A certified copy of each policy or a certificate or certificates of insurance evidencing the existence thereof, or binders, shall be delivered to the Port Authority upon execution and delivery of the Permit by the Permittee to the Port Authority. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate of insurance. Any renewal policy shall be evidenced by a renewal certificate of insurance delivered to the Port Authority at least thirty (30) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the Permit. The aforesaid insurance shall be written by a company or companies approved by the Port Authority. If at any time any insurance policy shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policy shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each policy shall be delivered to or made available for inspection by the Port Authority.

(f) The foregoing insurance requirements shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Permittee under the Permit. The foregoing insurance requirements shall not constitute a representation or warranty as to the adequacy of the required coverage to protect the Permittee with respect to the obligations imposed on the Permittee by the Permit or any other agreement or by law.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions,

covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority twenty percent

(20%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

(g) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) Notwithstanding anything to the contrary stated in Section(s) 2.08 of the Sublease, there shall be no abatement of the PA Share of rent payable under this Permit or the Sublease under the circumstances described in Section(s) 2.08.

(2) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, not unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(3) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(4) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to an assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of an payment of fees, rents or other moneys in less than the required

amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority , and payable in the Port of New York District in the amount of Forty Thousand Dollars and No Cents ($40,000.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit

back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to waiver of any default by the Permittee under the terms of this Permit and all remedies of the Permit and of the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit

(b) The Permittee hereby certifies that its Federal Tax Identification Number is (Ex. 1) for the purposes of this Special Endorsement.

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

13. The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement or any management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23. The Permittee agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreement. Further, the Permittee agrees to comply with the terms and provisions of Schedule G, attached hereto and hereto made a part hereof.

14. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under this Permit, the Permittee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Permittee recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Permittee shall immediately give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all impending or existing labor-related disruptions and the progress thereof.

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Permittee at the Terminal, or against its operations thereat pursuant to this Permit, which in the opinion of the Port Authority (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(b) Labor peace agreement. The Permittee represents that, prior to or upon entering into this Supplemental Agreement, it has delivered to the Port Authority evidence of a signed labor peace agreement, in the form attached hereto as Exhibit X or, in the event Exhibit X is inapplicable, then a signed officer's certification to such effect in the required form provided by the Port Authority.

(c) Employee Retention. If the Permittee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Space (the "Predecessor Concession"), the Permittee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Permittee at the Space. The foregoing requirement shall be subject to the Permittee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Permitte shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space. The Port Authority shall have the right to demand from the Permittee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision. In the event the Permittee fails to comply with this provision, the Port Authority have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(d) Applicability of Provision. The provisions of this section shall apply to concession operators which employ ten (10) or more persons at the Space.

Special Endorsements

15. In the event that upon conducting an examination and audit the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge(s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority to payment of any late charge(s) or other service charge(s) payable under the provisions of this paragraph with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid hereunder. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to terminate this Permit; or (ii) any obligations of the Airline under this Permit.

For the Port Authority

Initialed:

For the Permittee

KG

For the Airline

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

Hudson Group (HG) Retail LLC (the "Company") has complied with board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:

Hudson Group (HG) Retail LLC

By: _____

Print Name: Howard Scott

Date: 4/19/11

FOR THE UNION:

UNITE HERE International and the UNITE-HERE Airport, Racetrack and Allied Workers Joint Board,

By: _____

Print Name: Stephen Papageorge

Date: 4-18-2011

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

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

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

Qualification as an ACDBE

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

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

part 23 is $750,000.

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

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

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

1. Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP

directories but which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

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

GAC
For the Port Authority

Initialed: NRL
For the Permittee

KG
For the Airline

Form F - Privilege, All Facilities

:For Port Authority Use Only :
: ANB-662 :

AVIATION DEPT.
FILE COPY

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

PRIVILEGE PERMIT

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

1. **FACILITY: Newark Liberty International Airport**
2. **PERMITTEE:** INTERNATIONAL SHOPPES, LLC, d/b/a/ LaCoste, a limited liability company organized under the laws of the State of New York
3. **PERMITTEE'S ADDRESS:** 540 Rockaway Avenue
   Valley Stream, New York 11581
4. **PERMITTEE'S REPRESENTATIVE:** Mr. Michael Halpern
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** August 17, 2006
8. **EXPIRATION DATE:** March 31, 2012, or the fifth anniversary of the Rent Commencement Date, whichever is later, unless sooner revoked as provided in Section 1 of the following Terms and Conditions.
9. **ENDORSEMENTS: 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 21.1, 23.1, 28 and SPECIAL**

Dated: As of August 17, 2006

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) Asst Director, CCAS

Consented and Agreed to by
CONTINENTAL AIRLINES, INC.
as of August 17, 2006

By _____

(Title) Staff VP President

INTERNATIONAL SHOPPES, LLC
Permittee

By: _____

Print Name: STEPHEN R. GREENBAUM

Title: Member/Manager

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

OC

MG/dmt

TERMS AND CONDITIONS

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

2. The rights granted hereby shall be exercised

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

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

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

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

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

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

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

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

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

Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

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

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

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

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

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

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

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

16. Neither the Commissioners of the Port Authority nor any officer, agent or employee thereof, shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

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

18. The Permittee hereby waives its right to trial by jury in any summary proceeding or action that may hereafter be instituted by the Port Authority against the Permittee in respect of the Space or in any action that may be brought by the Port Authority to recover fees, damages, or other sums payable hereunder. The Permittee shall not interpose any claims as counterclaims in any summary proceeding or action for non-payment of fees which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

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

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

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anyway connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

4. Effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event that upon conducting an examination

and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

STANDARD ENDORSEMENT NO. 4.1
MERCHANDISE AND/OR SERVICES
All Airports
7/21/49

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority/s rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

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

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

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

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

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

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

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

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons including the United States of America resulting from the Permittee's noncompliance with any of the provisions of this Endorsement and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

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

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

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

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

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

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

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

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

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

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

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

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

(1) The Permittee in its own name as assured shall secure and pay the premium or premiums for such of the following policies of insurance with respect to which minimum limits are fixed in the schedule below. Each such policy shall be maintained in at least the limit fixed with respect thereto, shall cover the operations of the Permittee under this Permit, and shall be effective throughout the effective period:

SCHEDULE

	Policy	Minimum Limit
(a)	Commercial general liability insurance (to include contractual liability endorsement)	
	(1) Bodily-injury liability:	
	For injury or wrongful death to one person:	$2,000,000.00
	For injury or wrongful death to more than one person in any one occurrence:	$2,000,000.00
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$2,000,000.00
	(3) Products liability:	$ 2,000,000.00
(b)	Automotive liability insurance:	
	(1) Bodily-injury liability	
	For injury or wrongful death to one person:	$
	For injury or wrongful death to more than one person in any one occurrence:	$
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$
(c)	Plate and mirror glass insurance, covering all plate and mirror glass in the premises, and the lettering, signs, or decorations, if any, on such plate and mirror glass:	$
(d)	Boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$
(e)	"Additional Interest" policy of boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$

(2) The Port Authority shall be named as an additional insured in any policy of liability insurance required by this Endorsement, unless the Port Authority shall, at any time during the effective period of this Permit, direct otherwise in writing, in which case the Permittee shall cause the Port Authority not to be so named.

(3) Every policy of insurance on property other than that of the Permittee required by this Endorsement shall name the Port Authority as the owner of property, unless the Space is located in an area as to which the Port Authority is itself a lessee, in which case the Port Authority shall be named as the lessee and the owner shall be named as the owner, and the policy shall be endorsed substantially as follows:

> "Loss, if any, under this policy, as to the interest of the owner and as to the interest of the Port Authority of New York and New Jersey, shall be adjusted solely with the Port Authority, and all proceeds under this policy shall be paid solely to the Port Authority."

(4) The "Additional Interest" policy of boiler and machinery insurance required by this Endorsement shall provide protection under Sections 1 and 2 only of the Insuring Agreements of the form of policy approved for use as of the date hereof by the National Bureau of Casualty Underwriters, New York, New York.

(5) As to any insurance required by this Endorsement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority within ten (10) days after the execution of this Permit. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving ten (10) days' written notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, of if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

(6) Each policy of insurance required by this Endorsement shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

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

The Permittee shall not do or permit to be done any act which

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

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

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

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

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

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

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

(a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deposit with the Port Authority (and shall keep deposited throughout the effective period of the permission under this Permit) the sum of Fifteen Thousand Dollars and No Cents ($15,000.00)
either in cash, or bonds of the United States of America, or of the State of New Jersey, or of the State of New York, or of the Port Authority of New York and New Jersey, having a market value of that amount, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed. Bonds qualifying for deposit hereunder shall be in bearer form but if bonds of that issue were offered only in registered form, then the Permittee may deposit such bonds or bonds in registered form, provided, however, that the Port Authority shall be under no obligation to accept such deposit of a bond in registered form unless such bond has been re-registered in the name of the Port Authority (the expense of such re-registration to be borne by the Permittee) in a manner satisfactory to the Port Authority. The Permittee may request the Port Authority to accept a registered bond in the Permittee's name and if acceptable to the Port Authority the Permittee shall deposit such bond together with an irrevocable bond power (and such other instruments or other documents as the Port Authority may require) in form and substance satisfactory to the Port Authority. In the event the deposit is returned to the Permittee any expenses incurred by the Port Authority in re-registering a bond to the name of the Permittee shall be borne by the Permittee. In addition to any and all other remedies available to it, the Port Authority shall have the right, at its option, at any time and from time to time, with or without notice, to use the deposit or any part thereof in whole or partial satisfaction of any of its claims or demands against the Permittee. There shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of the deposit itself shall cure any default or breach of this Agreement on the part of the Permittee. With respect to any bonds deposited by the Permittee, the Port Authority shall have the right, in order to satisfy any of its claims or demands against the Permittee, to sell the same in whole or in part, at any time, and from time to time, with or without prior notice at public or private sale, all as determined by the Port Authority, together with the right to purchase the same at such sale free of all claims, equities or rights of redemption of the Permittee. The Permittee hereby waives all right to participate therein and all right to prior notice or demand of the amount or amounts of the claims or demands of the Port Authority against the Permittee. The proceeds of every such sale shall be applied by the Port Authority first to the costs and expenses of the sale (including but not limited to advertising or commission expenses) and then to the amounts due the Port Authority from the Permittee. Any balance remaining shall be retained in cash toward bringing the deposit to the sum specified above. In the event that the Port Authority shall at any time or times so use the deposit, or any part thereof, or if bonds shall have been deposited and the market value thereof shall have declined below the above-mentioned amount, the Permittee shall,

on demand of the Port Authority and within two (2) days thereafter, deposit with the Port Authority additional cash or bonds so as to maintain the deposit at all times to the full amount above stated, and such additional deposits shall be subject to all the conditions of this Standard Endorsement. After the expiration or earlier revocation or termination of the effective period of the permission under this Permit, and upon condition that the Permittee shall then be in no wise in default under any part of this Permit, and upon written request therefor by the Permittee, the Port Authority will return the deposit to the Permittee less the amount of any and all unpaid claims and demands (including estimated damages) of the Port Authority by reason of any default or breach by the Permittee of this Permit or any part thereof. The Permittee agrees that it will not assign or encumber the deposit. The Permittee may collect or receive any interest or income earned on bonds and interest paid on cash deposited in interest-bearing bank accounts, less any part thereof or amount which the Port Authority is or may hereafter be entitled or authorized by law to retain or to charge in connection therewith, whether as or in lieu of an administrative expense, or custodial charge, or otherwise; provided, however, that the Port Authority shall not be obligated by this provision to place or to keep cash deposited hereunder in interest-bearing bank accounts.

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

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

SPECIAL ENDORSEMENTS

1. (a) By agreement of lease, dated as of January 11, 1985 bearing Port Authority file No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease") the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of August 17, 2006 (hereinafter called the "Sublease"), under which the Permittee has agreed to operate certain consumer services in locations the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate one first-class concession at the Terminal for the purpose of the sale at retail of women and men's apparel and general merchandise under the brand name "LaCoste", and for no other purpose whatsoever.

SPECIAL ENDORSEMENTS

(c) The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

(d) The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information)), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

SPECIAL ENDORSEMENTS

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the

Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record- keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Annual Exemption Amount" shall mean the sum of Seven Hundred Fifty Thousand Dollars and No Cents ($750,000.00) as the same may be reduced by the operation of the proration provisions hereof and as the same may be adjusted pursuant to the Sublease. The Monthly Exemption Amount shall equal one-twelfth of the Annual Exemption Amount.

(vi) "PA Share" shall mean fifty percent (50%).

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of Ninety Thousand Dollars and No Cents ($90,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Seven Thousand Five Hundred Dollars and No Cents ($7,500.00), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit. If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Enplanements, pursuant to the terms of the Sublease.

(ii) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(iii) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable)) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority an annual percentage rent equivalent to the PA Share of the sum of twelve percent (12%) of all gross receipts of the Permittee in excess of the Monthly Exemption Amount arising during the effective period of permission hereunder.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage stated in paragraph (c) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day

of the preceding month and the percentages applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentage set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable Monthly Exemption Amount, established for the monthly period, or (B) the applicable percentage set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Annual Exemption Amount, established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable Monthly Exemption Amounts, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Annual Exemption Amount, less the total of all percentage rent payments previously made for such annual period. At any time that the Monthly Exemption Amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated Annual Exemption Amount(s) established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being

applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) 90 days following delivery of the Space to the Permittee, or

(c) March 15, 2007,

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. The Permittee shall be required to make a minimum initial capital investment (excluding furniture, fixtures and equipment) to ready the Space for initial occupancy and operations in an amount equal to Two Hundred Dollars ($200) per square foot. Nothing herein shall reduce the Permittee's obligations to comply with the Port Authority's Tenant Alteration and Application process and the Airline's design specifications and standards, nor reduce any obligation of the Permittee under the Sublease to maintain, improve or refurbish the Space during the term of the subletting.

5. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

SPECIAL ENDORSEMENTS

"Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same).Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

"If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such

objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(e) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

"In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(h) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(i) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

(ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".

(iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(j) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

(k) Notwithstanding the provisions of Standard Endorsement 21.1 annexed to this Permit, the Port Authority (as well as the Airline and the Manager) shall be named as an additional insured in any policy of liability insurance required by the provisions of this Permit and each such policy of insurance so required shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(l) The policies referred to in Standard Endorsement 21.1 shall provide or contain an endorsement providing that:

(i) the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority, and

(ii) the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Permittee shall be the same as the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person as if the Port Authority were the named insured thereunder,

but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

(m) Without limiting the generality of the provisions of Standard Endorsement 23.1, the Permittee agrees that notwithstanding the sum stated to be the security deposit to be delivered to the Port Authority upon execution of this Permit, the security amount required hereunder shall at all times during the period of permission be an amount equal to at least three (3) months' Guaranteed Rent in cash or bonds (as described in said Standard Endorsement) or at

least twelve (12) months' Guaranteed Rent in the form of a clean irrevocable letter of credit satisfactory to the Port Authority and, accordingly, such amount may change from time to time by notice to the Permittee during such period.

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be

deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

SPECIAL ENDORSEMENTS

(g) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, not unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(2) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(3) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to an assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of an payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of

the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. (a) The Permittee hereby certifies that its Federal Tax Identification Number is (Ex. 1) for the purposes of Standard Endorsement No. 23.1.

(b) The Permittee acknowledges and agrees that the Port Authority reserves the right, at its sole discretion, to adjust at any time and from time to time upon fifteen (15) days notice to the Permittee, the security deposit amount as set forth in paragraph (a) of Standard Endorsement No. 23.1. Not later than the effective date set forth in said notice the Permittee shall deposit with the Port Authority the new security deposit amount as set forth in said notice which new amount shall thereafter constitute the security deposit subject to said Standard Endorsement No. 23.1.

13. The following new paragraph (e) shall be deemed inserted after paragraph (d) of Section 2 of the Terms and Conditions of the Permit:

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

OC
For the Port Authority

Initialed: SPG
For the Permittee

TG.
For the Airline

Form F - Privilege, All Facilities
12/4/73

:For Port Authority Use Only :
ANB-898 :

AVIATION DEPT
FILE COPY

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

PRIVILEGE PERMIT

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

1. **FACILITY:** Newark Liberty International Airport
2. **PERMITTEE:** International Shoppes, LLC, a limited liability company organized under the laws of the State of New York (d/b/a Hugo Boss and Guess)
3. **PERMITTEE'S ADDRESS:** 540 Rockaway Avenue Valley Stream, New York 11581
4. **PERMITTEE'S REPRESENTATIVE:** Mr. Michael Halpern
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** July 7, 2008
8. **EXPIRATION DATE:** March 30, 2013, subject to Special Endorsement No. 15 of the Permit, unless sooner revoked as provided in Section 1 of the following Terms and Conditions.
9. **ENDORSEMENTS: 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 21.1, 22, 28 and SPECIAL**

Dated: As of July 7, 2008

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) Prod Director, CCA

CONSENTED AND AGREED TO
BY CONTINENTAL AIRLINES, INC.
as of July 7, 2008

By _____

(Title) Sr Vice President

INTERNATIONAL SHOPPES, LLC
Permittee

By _____
MICHAEL HALPERN
MANAGER

(Title) (Manager/Member)

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

MLG/mmw

TERMS AND CONDITIONS

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

2. The rights granted hereby shall be exercised

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

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

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

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

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

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

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

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

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

6. (a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons, including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any of the operations, acts or omissions of the Permittee hereunder.

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

(c) If so directed, the Permittee shall at its own expense defend any suit based on any claim or demand referred to in the foregoing paragraphs (a) or (b) (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining the prior written consent of the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its governmental nature or the provisions of any statutes respecting the Port Authority.

(d) In the event of any injury or death to any person (other than employees of the Permittee) at the Facility when caused by the Permittee's operations, acts or omissions of the Permittee hereunder, or damage to any property (other than the Permittee's property) at the Facility

when caused by the Permittee's operations, acts or omissions of the Permittee hereunder, the Permittee shall immediately notify the Port Authority and promptly thereafter furnish to the Port Authority copies of all reports given to the Permittee's insurance carrier.

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

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

10. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

11. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

12. As used herein:

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

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

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

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

15. No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

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

17. The Permittee hereby waives its right to trial by jury in any action that may hereafter be instituted by the Port Authority against the Permittee in respect of the permission granted hereunder and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

18. Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Permittee shall continue to perform the privilege permitted hereunder, after the expiration, revocation or termination of the effective period of the permission granted under this Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination and ending on the date that the Permittee shall cease to perform the privilege at the Facility equal to twice the rate payable to the Port Authority by the Permittee under this Permit. Nothing herein contained shall give, or be

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

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

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

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

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anyway connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port

and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

STANDARD ENDORSEMENT NO. 4.1
MERCHANDISE AND/OR SERVICES
All Airports
7/21/49

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

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

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

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

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

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

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

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

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons, including the United States of America, resulting from the Permittee's noncompliance with any of the provisions of this Endorsement, and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

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

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee.

The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

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

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

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

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

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

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

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

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

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

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

(1) The Permittee in its own name as assured shall secure and pay the premium or premiums for such of the following policies of insurance with respect to which minimum limits are fixed in the schedule below. Each such policy shall be maintained in at least the limit fixed with respect thereto, shall cover the operations of the Permittee under this Permit, and shall be effective throughout the effective period:

SCHEDULE

	Policy	Minimum Limit
(a)	Commercial general liability insurance (to include contractual liability endorsement)	
	(1) Bodily-injury liability:	
	For injury or wrongful death to one person:	$2,000,000.00
	For injury or wrongful death to more than one person in any one occurrence:	$2,000,000.00
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$2,000,000.00
	(3) Products liability:	$2,000,000.00
(b)	Automotive liability insurance:	
	(1) Bodily-injury liability	
	For injury or wrongful death to one person:	$
	For injury or wrongful death to more than one person in any one occurrence:	$
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$
(c)	Plate and mirror glass insurance, covering all plate and mirror glass in the premises, and the lettering, signs, or decorations, if any, on such plate and mirror glass:	$
(d)	Boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$
(e)	"Additional Interest" policy of boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$

(2) The Port Authority shall be named as an additional insured in any policy of liability insurance required by this Endorsement, unless the Port Authority shall, at any time during the effective period of this Permit, direct otherwise in writing, in which case the Permittee shall cause the Port Authority not to be so named.

(3) Every policy of insurance on property other than that of the Permittee required by this Endorsement shall name the Port Authority as the owner of property, unless the Space is located in an area as to which the Port Authority is itself a lessee, in which case the Port Authority shall be named as the lessee and the owner shall be named as the owner, and the policy shall be endorsed substantially as follows:

> "Loss, if any, under this policy, as to the interest of the owner and as to the interest of the Port Authority of New York and New Jersey, shall be adjusted solely with the Port Authority, and all proceeds under this policy shall be paid solely to the Port Authority."

(4) The "Additional Interest" policy of boiler and machinery insurance required by this Endorsement shall provide protection under Sections 1 and 2 only of the Insuring Agreements of the form of policy approved for use as of the date hereof by the National Bureau of Casualty Underwriters, New York, New York.

(5) As to any insurance required by this Endorsement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority within ten (10) days after the execution of this Permit. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving ten (10) days' written notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, of if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

(6) Each policy of insurance required by this Endorsement shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

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

The Permittee shall not do or permit to be done any act which

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

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

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

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

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

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

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

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

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

SPECIAL ENDORSMENTS

1. (a) By agreement of lease, dated as of January 11, 1985 bearing Port Authority file No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease") the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of July 7, 2008 (hereinafter called the "Sublease"), under which the Permittee has agreed to operate certain consumer services in locations the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate at the Terminal a first-class display area for the retail sale Hugo Boss brand men's apparel and related accessories and for the retail sale of Guess handbags, men's messenger bags, duffle bags and backpacks, men's and women's small leather goods, men's and women's sunglasses and watches and men's and women's apparel subject to approval by Guess; and such other related products as may be consented to in advance by the Airline and the Port Authority, and for no other purpose whatsoever.

(c) The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

(d) The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information)), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier

termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record- keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be

included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Annual Exemption Amount" shall mean the sum of One Million Eighty-three Thousand Three Hundred Thirty-three Dollars and Thirty-four Cents ($1,083,333.34) as the same may be reduced by the operation of the proration provisions hereof and as the same may be adjusted pursuant to the Sublease. The Monthly Exemption Amount shall equal one-twelfth of the Annual Exemption Amount.

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of One Hundred Thirty Thousand Dollars and No Cents ($130,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Ten Thousand Eight Hundred Thirty-three Dollars and Thirty-three Cents ($10,833.33), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit. If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Enplanements, pursuant to the terms of the Sublease.

(ii) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(iii) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable)) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority an annual percentage rent equivalent to the PA Share of the sum of twelve percent (12%) of all gross receipts of the Permittee in excess of the Monthly Exemption Amount arising during the effective period of permission hereunder.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage(s) stated in paragraph (c) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentages applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentages set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable Monthly Exemption Amount, established for the monthly period, or (B) the applicable percentages set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Annual Exemption Amount, established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable Monthly Exemption Amounts, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Annual Exemption Amount, less the total of all percentage rent payments previously made for such annual period. At any time that the Monthly Exemption Amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: <u>first</u>, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has

not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated Annual Exemption Amount(s) established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) October 13, 2008,

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. The Permittee shall be required to make a minimum initial capital investment (excluding furniture, fixtures and equipment) to ready the Space for initial occupancy and operations in an amount equal to Two Hundred Dollars ($200) per square foot. Nothing herein shall reduce the Permittee's obligations to comply with the Port Authority's Tenant Alteration and Application process and the Airline's design specifications and standards, nor reduce any

obligation of the Permittee under the Sublease to maintain, improve or refurbish the Space during the term of the subletting.

5. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

> "Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

> "If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(e) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

> "In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(h) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(i) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

(ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".

(iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(j) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

(k) Notwithstanding the provisions of Standard Endorsement 21.1 annexed to this Permit, the Port Authority (as well as the Airline and the Manager) shall be named as an

additional insured in any policy of liability insurance required by the provisions of this Permit and each such policy of insurance so required shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(l) The policies referred to in Standard Endorsement 21.1 shall provide or contain an endorsement providing that:

> (i) the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority, and
>
> (ii) the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Permittee shall be the same as the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person as if the Port Authority were the named insured thereunder,

but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

(m) Without limiting the generality of the provisions of Standard Endorsement 23.1, the Permittee agrees that notwithstanding the sum stated to be the security deposit to be delivered to the Port Authority upon execution of this Permit, the security amount required hereunder shall at all times during the period of permission be an amount equal to at least three (3) months' Guaranteed Rent in cash or bonds (as described in said Standard Endorsement) or at least twelve (12) months' Guaranteed Rent in the form of a clean irrevocable letter of credit satisfactory to the Port Authority and, accordingly, such amount may change from time to time by notice to the Permittee during such period.

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The

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

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

(g) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, not unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(2) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(3) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to an assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the

purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of an payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority , and payable in the Port of New York District in the amount of Thirty-two Thousand Five Hundred Dollars and No Cents ($32,500.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the

banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security hereunder. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made in accordance with the provisions of this Permit. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to constitute a waiver of any default by the Permittee under the terms of this Permit and all remedies of the Port Authority consequent upon such default shall not be affected by the existence of any recourse to any such letter of credit.

(b) The Permittee hereby certifies that its Federal Tax Identification Number is (Ex. 1) for the purposes this Special Endorsement.

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

13. This Permit is subject to the requirements of the United States Department of Transportation's regulations, 49 CFR Part 23. The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement or any management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23. The Permittee agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreement. Further, the Permittee agrees to comply with the terms and provisions of Schedule G, attached hereto and hereto made a part hereof.

14. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under this Permit, the Permittee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the

Terminal. The Permittee recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Permittee shall immediately give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all impending or existing labor-related disruptions and the progress thereof.

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Permittee at the Terminal, or against its operations thereat pursuant to this Permit, which in the opinion of the Port Authority (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(b) Labor peace agreement. The Permittee represents that, prior to or upon entering into this Permit, it has delivered to the Port Authority evidence of a signed labor peace agreement, in the form attached hereto as Exhibit X or, in the event Exhibit X is inapplicable, then a signed officer's certification to such effect in the required form provided by the Port Authority.

(c) Employee Retention. If the Permittee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Space (the "Predecessor Concession"), the Permittee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Permittee at the Space. The foregoing requirement shall be subject to the Permittee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Permittee shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space. The Port Authority shall have the right to demand from the Permittee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision. In the event the Permittee fails to comply with this provision, the Port Authority have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(d) Applicability of Provision. The provisions of this section shall apply to concession operators which employ ten (10) or more persons at the Space.

15. The Expiration Date of this Permit shall be March 30, 2013; provided, however, that if the term of the letting to the Airline under the Airline Lease is extended beyond March 30, 2013, then the period of permission granted under this Permit shall be the earlier of: (i) the day

S PECIAL ENDORSEMENTS

prior to the expiration date of the term of the letting of the Airline Lease, as extended; or (ii) the 5th anniversary of the Rent Commencement Date. The Airline shall confirm the actual date of the expiration date in a written letter to the Permittee, a copy of which letter shall be delivered contemporaneously to the Port Authority.

For the Port Authority

Initialed:

For the Permittee

For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

International Shoppes, LLC (the "Company") has complied with board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:	FOR THE UNION:
INTERNATIONAL SHOPPES, LLC	[Insert Name of Labor Organization]
BY:_____	BY:_____
DATE:_____	DATE:_____

Initialed:

_____
For the Port Authority

_____
For the Permittee

_____
For the Airline

RELEL Draft
1.10.08

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

International Shoppes (the "Company") has complied with board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:

International Shoppes

BY: _____

DATE: Nov. 5. 2008

FOR THE UNION:

Retail Wholesale & Department Store Union
Local# 1102

BY: _____

DATE: 11/5/08

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

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

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

Qualification as an ACDBE

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

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

part 23 is $750,000.

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

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

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

Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP directories but which the

Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee or sublessee, the term Concessionaire shall mean the Lessee or Sublessee herein, as the case may be.

RELEL Draft
1.10.08

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

International Shoppes (the "Company") has complied with board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:

International Shoppes

BY: _____

DATE: Nov. 5. 2008

FOR THE UNION:

Retail Wholesale & Department Store Union Local # 1102

BY: _____

DATE: 11/5/08

Form F - Privilege, All Facilities
12/4/73

:For Port Authority Use Only :
ANB-326

AVIATION DEPT
FILE COPY

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

PRIVILEGE PERMIT

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

1. **FACILITY: Newark International Airport**
2. **PERMITTEE:** L'Occitane, Inc., a corporation incorporated under the laws of the State of New York
3. **PERMITTEE'S ADDRESS:** 10 East 39th Street
   8th Floor
   New York, New York 10016
4. **PERMITTEE'S REPRESENTATIVE:** Mr. Michael Weeks
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** As of January 14, 2002
8. **EXPIRATION DATE:** The later of March 31, 2007 or the 5th anniversary of the Rent Commencement Date as defined in the Permit, unless sooner revoked as provided in Section 1 of the following Terms and Conditions.
9. **ENDORSEMENTS: 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 21.1, 23.1, 28 and SPECIAL**

Dated: As of January 14, 2002

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) FRANCIS A. DIMOLA
~~ASSISTANT DIRECTOR~~
AVIATION DEPT

APPROVED:
FORM | TERMS
AEY

CONSENTED AND AGREED TO
BY CONTINENTAL AIRLINES, INC.
as of January 14, 2002

By

Holden Shannon
Vice President
(Title) Corporate Real Estate & Environmental Affairs President

L'OCCITANE, INC.
Permittee

By
DWIGHT TOM

(Title) Vice President

TERMS AND CONDITIONS

1. The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition hereof, it may be revoked at any time by the Port Authority, with or without cause, and with or without prior notice. Unless sooner revoked, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

2. The rights granted hereby shall be exercised

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

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

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

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

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

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

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

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility beyond a reasonable loading or discharging time, except in regular parking areas and upon payment of the regular charges therefor.

6. The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any of the operations, acts or omissions of the Permittee hereunder; this indemnity shall extend to and include the contractual obligation of indemnity, if any, undertaken by the Port Authority in favor of the lessor, if any, of the Facility.

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

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration of the permission hereby granted. In the event of revocation, the Permittee shall have two days, exclusive of Saturdays, Sundays and legal holidays (as determined by the laws of the State of New Jersey or of the State of New York, as the case may require), after the effective date of revocation, in which to remove such property.

If the Permittee shall so fail to remove such property upon the expiration or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee

hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

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

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

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

delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail addressed to the Executive Director of the Port Authority at One World Trade Center, New York, New York 10048, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

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

16. Neither the Commissioners of the Port Authority nor any officer, agent or employee thereof, shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

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

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

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

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

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anywise connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

STANDARD ENDORSEMENT NO. 4.1
MERCHANDISE AND/OR SERVICES
All Airports
7/21/49

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

STANDARD ENDORSEMENT NO. 6.1
All Installations
3/28/49

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority/s rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefore at the Airport;

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

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

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

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

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

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

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons including the United States of America resulting from the Permittee's noncompliance with any of the provisions of this Endorsement and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

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

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee.

The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

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

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

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

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

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

STANDARD ENDORSEMENT NO. 16.1
RULES & REGULATIONS COMPLIANCE
Airports
06/29/62

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

Notwithstanding any other provision of this Permit, the permission hereby granted shall in any event terminate with the expiration or termination of the lease of Newark International Airport from the City of Newark to the Port Authority under the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex on October 30, 1947 in Book E-110 of Deeds at pages 242, et seq. No greater rights and privileges are hereby granted to Permittee than the Port Authority has power to grant under said agreement as supplemented or amended as aforesaid.

"Newark International Airport" or "Airport" shall mean the land and premises in the County of Essex and State of New Jersey, which are westerly of the right of way of the Central Railroad of New Jersey and are shown upon the exhibit attached to the said agreement between the City and the Port Authority and marked "Exhibit A", as contained within the limits of a line of crosses appearing on said exhibit and designated "Boundary of terminal area in City of Newark", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

The Port Authority has agreed by a provision in its agreement of lease with the City covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City and of it various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

STANDARD ENDORSEMENT NO. 19.3
PARTICULAR FACILITY
Newark International Airport
03/15/74

(1) The Permittee in its own name as assured shall secure and pay the premium or premiums for such of the following policies of insurance with respect to which minimum limits are fixed in the schedule below. Each such policy shall be maintained in at least the limit fixed with respect thereto, shall cover the operations of the Permittee under this Permit, and shall be effective throughout the effective period:

SCHEDULE

	Policy	Minimum Limit
(a)	Commercial general liability insurance (to include contractual liability endorsement)	
	(1) Bodily-injury liability:	
	For injury or wrongful death to one person:	$2,000,000.00
	For injury or wrongful death to more than one person in any one occurrence:	$2,000,000.00
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$2,000,000.00
	(3) Products liability:	$2,000,000.00
(b)	Automotive liability insurance:	
	(1) Bodily-injury liability	
	For injury or wrongful death to one person:	$
	For injury or wrongful death to more than one person in any one occurrence:	$
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$
(c)	Plate and mirror glass insurance, covering all plate and mirror glass in the premises, and the lettering, signs, or decorations, if any, on such plate and mirror glass:	$
(d)	Boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$
(e)	"Additional Interest" policy of boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$

(2) The Port Authority shall be named as an additional insured in any policy of liability insurance required by this Endorsement, unless the Port Authority shall, at any time during the effective period of this Permit, direct otherwise in writing, in which case the Permittee shall cause the Port Authority not to be so named.

(3) Every policy of insurance on property other than that of the Permittee required by this Endorsement shall name the Port Authority as the owner of property, unless the Space is located in an area as to which the Port Authority is itself a lessee, in which case the Port Authority shall be named as the lessee and the owner shall be named as the owner, and the policy shall be endorsed substantially as follows:

> "Loss, if any, under this policy, as to the interest of the owner and as to the interest of the Port Authority of New York and New Jersey, shall be adjusted solely with the Port Authority, and all proceeds under this policy shall be paid solely to the Port Authority."

(4) The "Additional Interest" policy of boiler and machinery insurance required by this Endorsement shall provide protection under Sections 1 and 2 only of the Insuring Agreements of the form of policy approved for use as of the date hereof by the National Bureau of Casualty Underwriters, New York, New York.

(5) As to any insurance required by this Endorsement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority within ten (10) days after the execution of this Permit. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving ten (10) days' written notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, of if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

(6) Each policy of insurance required by this Endorsement shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deposit with the Port Authority (and shall keep deposited throughout the effective period of the permission under this Permit) the sum of Twenty-four Thousand Dollars and No Cents ($24,000.00)
either in cash, or bonds of the United States of America, or of the State of New Jersey, or of the State of New York, or of the Port Authority of New York and New Jersey, having a market value of that amount, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed. Bonds qualifying for deposit hereunder shall be in bearer form but if bonds of that issue were offered only in registered form, then the Permittee may deposit such bonds or bonds in registered form, provided, however, that the Port Authority shall be under no obligation to accept such deposit of a bond in registered form unless such bond has been re-registered in the name of the Port Authority (the expense of such re-registration to be borne by the Permittee) in a manner satisfactory to the Port Authority. The Permittee may request the Port Authority to accept a registered bond in the Permittee's name and if acceptable to the Port Authority the Permittee shall deposit such bond together with an irrevocable bond power (and such other instruments or other documents as the Port Authority may require) in form and substance satisfactory to the Port Authority. In the event the deposit is returned to the Permittee any expenses incurred by the Port Authority in re-registering a bond to the name of the Permittee shall be borne by the Permittee. In addition to any and all other remedies available to it, the Port Authority shall have the right, at its option, at any time and from time to time, with or without notice, to use the deposit or any part thereof in whole or partial satisfaction of any of its claims or demands against the Permittee. There shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of the deposit itself shall cure any default or breach of this Agreement on the part of the Permittee. With respect to any bonds deposited by the Permittee, the Port Authority shall have the right, in order to satisfy any of its claims or demands against the Permittee, to sell the same in whole or in part, at any time, and from time to time, with or without prior notice at public or private sale, all as determined by the Port Authority, together with the right to purchase the same at such sale free of all claims, equities or rights of redemption of the Permittee. The Permittee hereby waives all right to participate therein and all right to prior notice or demand of the amount or amounts of the claims or demands of the Port Authority against the Permittee. The proceeds of every such sale shall be applied by the Port Authority first to the costs and expenses of the sale (including but not limited to advertising or commission expenses) and then to the amounts due the Port Authority from the Permittee. Any balance remaining shall be retained in cash toward bringing the deposit to the sum specified above. In the event that the Port Authority shall at any time or times so use the deposit, or any part thereof, or if bonds shall have been deposited and the market value thereof shall have declined below the above-mentioned amount, the Permittee shall,

on demand of the Port Authority and within two (2) days thereafter, deposit with the Port Authority additional cash or bonds so as to maintain the deposit at all times to the full amount above stated, and such additional deposits shall be subject to all the conditions of this Standard Endorsement. After the expiration or earlier revocation or termination of the effective period of the permission under this Permit, and upon condition that the Permittee shall then be in no wise in default under any part of this Permit, and upon written request therefor by the Permittee, the Port Authority will return the deposit to the Permittee less the amount of any and all unpaid claims and demands (including estimated damages) of the Port Authority by reason of any default or breach by the Permittee of this Permit or any part thereof. The Permittee agrees that it will not assign or encumber the deposit. The Permittee may collect or receive any interest or income earned on bonds and interest paid on cash deposited in interest-bearing bank accounts, less any part thereof or amount which the Port Authority is or may hereafter be entitled or authorized by law to retain or to charge in connection therewith, whether as or in lieu of an administrative expense, or custodial charge, or otherwise; provided, however, that the Port Authority shall not be obligated by this provision to place or to keep cash deposited hereunder in interest-bearing bank accounts.

If any type of strike or other labor activity is directed against the Permittee at the Facility or against any operations pursuant to this Permit resulting in picketing or boycott for a period of at least forty-eight (48) hours which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Facility or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this Permit effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

SPECIAL ENDORSEMENTS

1. (a) By agreement of lease, dated as of January 11, 1985 bearing Port Authority file No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease") the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of January 14, 2002 (hereinafter called the "Sublease"), under which the Permittee has agreed to operate certain consumer services in locations the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate one (1) first-class concession at the Terminal for the purpose of the sale at retail of body care products, hair care products, scents, oils, cosmetics, candles and such other related products which are sold by the Permittee from time to time in a majority of the Permittee's stores operating under the same trade name in the United States,

which as of the date hereof are "L'Occitane" and "L'Occitane en Provence" (and excluding all products/services which constitute reserved uses, as set forth in this Special Endorsement No. 1(d)), and for no other purpose whatsoever.

(c) The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

(d) The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information)), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

SPECIAL ENDORSEMENTS

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have

been treated as a sale in or from the Space pursuant to Permittee's record- keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Annual Exemption Amount" shall mean the sum of Six Hundred Fifty Thousand Dollars and No Cents ($650,000.00) as the same may be reduced by the operation of the proration provisions hereof and as the same may be adjusted pursuant to the Sublease. The Monthly Exemption Amount shall equal one-twelfth of the Annual Exemption Amount.

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of Sixty Thousand Dollars and No Cents ($60,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Five Thousand Dollars and No Cents ($5,000.00), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit. If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Enplanements, pursuant to the terms of the Sublease.

(ii) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall

be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(iii) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable)) be remitted on its behalf directly, and payable to, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority an annual percentage rent equivalent to the PA Share of the sum of Twelve percent (12%) of all gross receipts of the Permittee in excess of the Monthly Exemption Amount arising during the effective period of permission hereunder.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage(s) stated in paragraph (c) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentages applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentages set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable Monthly Exemption Amount, established for the monthly period, or (B) the applicable percentages set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the

report is made are in excess of the applicable Annual Exemption Amount, established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable Monthly Exemption Amounts, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Annual Exemption Amount, less the total of all percentage rent payments previously made for such annual period. At any time that the Monthly Exemption Amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated Annual Exemption Amount(s) established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

SPECIAL ENDORSEMENTS

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) sixty (60) days following delivery of the Space to the Permittee, or

(c) April 1, 2002,

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. The Permittee shall be required to make a minimum initial capital investment (excluding furniture, fixtures and equipment) to ready the Space for initial occupancy and operations in an amount equal to Two Hundred Dollars ($200) per square foot. Nothing herein shall reduce the Permittee's obligations to comply with the Port Authority's Tenant Alteration and Application process and the Airline's design specifications and standards, nor reduce any obligation of the Permittee under the Sublease to maintain, improve or refurbish the Space during the term of the subletting.

5. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

> "Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Revocation or termination

shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

"If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) That portion of the second paragraph of Section 5 of the foregoing Terms and Conditions following the word "Facility" was deleted.

(e) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(f) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

(g) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark International Airport and/or the Terminal.

(h) The last sentence of the first paragraph of Section 8 was deleted and the following clause shall be deemed to have been added to the first sentence of the said first paragraph: "or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier." In addition, the word ", termination" shall be deemed to have been inserted after the word "expiration" in the first line of the last paragraph of Section 8.

SPECIAL ENDORSEMENTS

(i) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

"In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(j) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(k) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

(ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".

(iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(l) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

(m) Notwithstanding the provisions of Standard Endorsement 21.1 annexed to this Permit, the Port Authority (as well as the Airline and the Manager) shall be named as an additional insured in any policy of liability insurance required by the provisions of this Permit and each such policy of insurance so required shall contain a provision that the insurer shall not,

without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(n) The policies referred to in Standard Endorsement 21.1 shall provide or contain an endorsement providing that:

(i) the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority, and

(ii) the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Permittee shall be the same as the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person as if the Port Authority were the named insured thereunder,

but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

(o) Without limiting the generality of the provisions of Standard Endorsement 23.1, the Permittee agrees that notwithstanding the sum stated to be the security deposit to be delivered to the Port Authority upon execution of this Permit, the security amount required hereunder shall at all times during the period of permission be an amount equal to at least three (3) months' Guaranteed Rent in cash or bonds (as described in said Standard Endorsement) or at least twelve (12) months' Guaranteed Rent in the form of a clean irrevocable letter of credit satisfactory to the Port Authority and, accordingly, such amount may change from time to time by notice to the Permittee during such period.

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

SPECIAL ENDORSEMENTS

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

SPECIAL ENDORSEMENTS

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

(g) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) The abatement of Guaranteed Rent and Additional Rent provided in Section 6.03 of the Sublease shall not apply with respect to the PA Share of such Guaranteed Rent and Additional Rent.

(2) The abatement of Guaranteed Rent and Additional Rent provided in Section 6.04 relating to being unable to operate "as a result of the exercise of any of Landlord's rights", shall, as a matter of clarification, relate solely to the exercise of Landlord's rights in connection with the aforementioned relocation and not any other rights which Landlord may have elsewhere under the Sublease, under the Terminal C Lease, or under the law.

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the

Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. The Permittee hereby certifies that its I.R.S. Employer Identification Number is (Ex. 1) for the purposes of Standard Endorsement No. 23.1.

11. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of an payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

AEY
For the Port Authority

Initialed:

For the Permittee

HB
For the Airline

THIS SUPPLEMENT SHALL NOT BE BINDING UPON THE PORT AUTHORITY UNTIL DULY EXECUTED BY AN EXECUTIVE OFFICER THEREOF AND DELIVERED TO THE PERMITTEE BY AN AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

AVIATION DEPT.
FILE COPY

Port Authority Permit No. ANB-326
Supplement No. 1
Facility: Newark Liberty International Airport

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, dated as of July 15, 2002, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called the 'Port Authority") and L'OCCITANE, INC. (hereinafter called the 'Permittee").

WITNESSETH, That:

WHEREAS, the Permittee and Continental Airlines, Inc. (hereinafter called the "Airline") have entered into a Sublease, dated as of January 14, 2002 (the "Sublease"), pursuant to which the Airline leased to the Permittee a concession space at Passenger Terminal Building C (hereinafter called the "Terminal") at Newark Liberty International Airport (hereinafter called the "Airport") as therein set forth; and

WHEREAS, the Port Authority and the Permittee, as of January 14, 2002, entered into a permit agreement bearing Port Authority Permit No. ANB-326 (which permit agreement, as the same may have been or may hereafter be supplemented or amended, is hereinafter called the 'Permit"), consented and agreed to by the Airline and granting permission to operate the concession space leased pursuant to the Sublease; and

WHEREAS, the Airline and the Permittee entered into a sublease agreement ("Storage Sublease"), dated as of July 15, 2002, pursuant to which the Airline subleased to the Permittee certain storage space at the Terminal to be used solely in connection with the privileges permitted under the Permit, and the Airline and Permittee desire the Port Authority to consent to the Storage Sublease;

NOW, THEREFORE, the Port Authority and the Permittee hereby agree, effective as of July 15, 2002, as follows:

1. On the terms and conditions hereinafter set forth the Port Authority consents to the Storage Sublease.

2. In addition to all other fees, rents and other charges payable under the Permit, the Permittee shall pay to the Port Authority the PA Share (as defined in the Permit) of a fee at the rate of

Four Thousand Four Hundred Dollars and No Cents ($4,400.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Three Hundred Sixty-Six Dollars and Sixty-Seven Cents ($366.67), on July 15, 2002 and on the first day of each calendar month thereafter occurring during the period of permission under the Permit; provided, however, that the installment payable for the monthly period of July 2002 shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month.

3. By its terms, the Storage Sublease is subject and subordinate, among other things, to the Airline Lease (as defined in the Permit) and the Permit and the Permittee is obligated to comply with all applicable terms of the Airline Lease and the Permit.

4. Except as herein amended all of the terms, covenants, conditions and provisions of the Permit shall be and remain in full force and effect including but not limited to, Special Endorsement No. 2(b)(iii).

5. No Commissioner, director, officer, agent or employee of either the Port Authority or the Permittee shall be charged personally or held contractually liable by or to the other party under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution.

6. This Supplemental Agreement, together with the Permit (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Permittee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Permittee and consented to by the Airline. The Permittee agrees that no representations or warranties shall be bindingupon the Port Authority unless expressed in writing in the Permit or in this Supplemental Agreement.

IN WITNESS WHEREOF, the parties have executed these presents as of the day and year first above written.

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

By: _____

(Title) Asst. Director, CCAS

L'OCCITANE, INC.

By: _____

Print Name Christophe Guigonis

(Title) Managing Director & Vice President

Consented and agreed to
as of July 15, 2002:

CONTINENTAL AIRLINES, INC.

By: _____

Print Name Toby Tarrant Emp. #96158 Vice President Global Real Estate

(Title) Continental Airlines, Inc. President

Port Authority Use Only	
Approval as to Terms:	Approval as to Form:
SG	MG

MLG

THIS SUPPLEMENT SHALL NOT BE BINDING
UPON THE PORT AUTHORITY UNTIL DULY EXECUTED
BY AN EXECUTIVE OFFICER THEREOF AND DELIVERED
TO THE PERMITTEE BY AN AUTHORIZED REPRESENTATIVE
OF THE PORT AUTHORITY

AVIATION DEPT.
FILE COPY

Newark Liberty International Airport
Port Authority Permit No. ANB-326,
dated as of January 14, 2002
Supplement No. 2

SUPPLEMENT TO PERMIT

THIS SUPPLEMENTAL AGREEMENT, dated as of July 15, 2007, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter referred to as the "Port Authority") and L'OCCITANE INC. (hereinafter referred to as the "Permittee").

WHEREAS, the Port Authority and the Permittee entered into an agreement, identified by the above Port Authority Permit Number (which permit, as the same may have been heretofore extended, supplemented and amended is hereinafter called the "Permit") covering certain privileges at the above named Facility, as more fully described in the Permit; and

WHEREAS, the Permit was consented to by Continental Airlines, Inc. (the "Airline"); and

WHEREAS, the Permittee and the Airline have entered into a First Amendment and Extension Agreement, made and entered into effective as of July 15, 2007, amending the sublease between such parties ("Sublease") dated January 14, 2002; and

WHEREAS, the Port Authority and the Permittee desire to amend the Permit in certain respects as hereinafter provided;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority and the Permittee hereby agree as follows:

1. Effective as of July 15, 2007, the period of permission granted under the Permit is hereby extended to July 31, 2012, unless sooner terminated or revoked as provided in the Permit, as herein amended.

2. Effective as of July 16, 2007 the following amendments shall be deemed made to Special Endorsement No. 2 of the Permit:

(a) Subparagraph (v) of paragraph (a) shall be deleted in its entirety and the

following new subparagraph (v) shall be substituted in lieu thereof:

"(v) "Annual Exemption Amount" shall mean the sum of Eight Hundred Thousand Dollars and No Cents ~~($900,000.00)~~, as the same may be reduced by the operation of the proration provisions hereof and as the same may be adjusted pursuant to the Sublease. The Monthly Exemption Amount shall equal one-twelfth of the applicable Annual Exemption Amount."

(b) The first sentence of subparagraph (i) of paragraph (b) shall be deemed deleted and the following new first sentence shall be substituted in lieu thereof:

"The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent on July 16, 2007 and on the first day of each calendar month thereafter occurring during the period of permission under this Permit at the rate of Eighty Thousand Dollars and No Cents ($80,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Six Thousand Six Hundred Sixty-six Dollars and Sixty-seven Cents ($6,666.67)."

3. The following amendments shall be deemed made to the Permit:

(a) Effective as of October 13, 2005, the following new sentence shall be deemed inserted after the second sentence in Section 1 of the Terms and Conditions, as amended by paragraph (a) of Special Endorsement No. 5 of the Permit:

"Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same)."

(b) Effective as of October 13, 2005, the following new paragraph 4 shall be deemed added to Standard Endorsement No. 2.8:

"4. Effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event that upon

conducting an examination and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit."

4. Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Permittee shall continue to perform the privilege granted under the Permit, after the expiration, revocation or termination of the effective period of the permission granted under the Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under the Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination, and ending on the date that the Permittee shall cease to perform the privilege at the Airport under the Permit, equal to twice the sum of the monthly fee under the Permit. Nothing herein contained shall give, or be deemed to give, the Permittee any right to continue to perform the privilege granted under the Permit at the Airport after the expiration, revocation or termination of the effective period of the permission granted under the Permit. The Permittee acknowledges that the failure of the Permittee to cease to perform the privilege at the Airport from and after the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss. The Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

5. The Permittee hereby waives its right to trial by jury in any action that may hereafter

be instituted by the Port Authority against the Permittee in respect of the permission granted hereunder and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under the Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

6. The Permit is subject to the requirements of the United States Department of Transportation's regulations, 49 CFR part 23. The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement or any management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR part 23. The Permittee agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR part 23 that it enters and cause those businesses to similarly include the statements in further agreement.

7. Except as hereby amended, all of the terms, covenants, provisions, conditions and agreements of the Permit shall be and remain in full force and effect.

8. No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Permittee with any liability, or held liable to the Permittee, under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach thereof.

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9. This Supplemental Agreement, together with the Permit constitutes the entire agreement between the Port Authority and the Permittee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Permit or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Permittee have caused this Agreement to be executed as of the date first set forth above.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) Asst. Director, CCAB

L'OCCITANE, INC.
Permittee

By _____

Print Name: _____

Title: Managing Director & V. President

Consented and Agreed to
By CONTINENTAL AIRLINES, INC.

By _____

Print Name Emp. #96158
Vice President
Real Estate
(Title): Continental Airlines, Inc
President

Port Authority Use Only	
Approval as to Terms:	Approval as to Form:

OAC

MLG/dmt

Form F - Privilege, All Facilities
12/4/73

:For Port Authority Use Only :
:
: ANB-342 :

AVIATION DEPT
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THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 Park Avenue South
New York, New York 10003

PRIVILEGE PERMIT

The Port Authority of New York and New Jersey (herein called "the Port Authority") hereby grants to the Permittee hereinafter named the hereinafter described privilege at the Port Authority Facility hereinafter named, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee or fees hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. **FACILITY: Newark Liberty International Airport**
2. **PERMITTEE:** OLDE MILL COMPANY, INC., a corporation incorporated under the laws of the State of Delaware.
3. **PERMITTEE'S ADDRESS:** 30 South Quaker Lane
   Suite 100
   Alexander, VA 22314
4. **PERMITTEE'S REPRESENTATIVE:** Jane L. Crawford
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** as of November 1, 2002
8. **EXPIRATION DATE:** The later of March 31, 2008 or the 5th anniversary of the Rent Commencement Date as defined in the Permit, unless sooner revoked as provided in Section 1 of the following Terms and Conditions.
9. **ENDORSEMENTS: 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 21.1, 22, 23.1, 28, SPECIAL**

Dated: As of November 1, 2002

APPROVED:
FORM | TERMS

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____
(Title) FRANCIS A. DIMOLA
~~ASSISTANT DIRECTOR~~
AVIATION DEPT.

CONSENTED AND AGREED TO
BY CONTINENTAL AIRLINES, INC.
as of November 1, 2002

By _____
Holden Shannon
Vice President
(Title) Corporate Real Estate & Environmental Affairs ~~President~~

OLDE MILL COMPANY, INC.
Permittee

By _____
JANE CRAWFORD
(Title) President ~~President~~

TERMS AND CONDITIONS

1. The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty days' written notice, by the Port Authority or terminated without cause, upon thirty days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four hours' notice if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees. Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

2. The rights granted hereby shall be exercised

(a) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,

(b) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, and employees,

(c) if the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees, or

(d) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees;

and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other person, corporation or legal entity. The Permittee shall not assign or transfer this Permit or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

4. The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the written approval of the Manager of the Facility. The Port Authority shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

6. (a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Permittee in performing or observing any term or provision of this Permit, or out of the operations of the Permittee, its officers, employees or persons who are doing business with the Permittee arising out of or in connection with the activities permitted hereunder, or arising out of the acts or omissions of the Permittee, its officers or employees at the Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

7. The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations hereunder. The Permittee shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

(a) The term "Executive Director" shall mean the person or persons from time to-time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee, it shall mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

(b) The terms "Manager of the Facility" or "General Manager of the Facility" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Manager or General Manager (or temporary or Acting Manager or General Manager) of the Facility for the time being, or his duly designated representative or representatives.

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail-addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

15. The Permittee agrees to be bound by and comply with the provisions of all endorsements annexed to the Permit at the time of issuance.

16. Neither the Commissioners of the Port Authority nor any officer, agent or employee thereof, shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

17. This Permit, including the attached endorsements and exhibits, if any, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof and may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

(a) Use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(b) Not divert or cause or allow to be diverted, any business from the Airport;

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anywise connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

STANDARD ENDORSEMENT NO. 4.1
MERCHANDISE AND/OR SERVICES
All Airports
7/21/49

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority/s rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefore at the Airport;

(b) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(c) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

As used in the above subsections "service" shall include furnishing of parts, materials and supplies (including sale thereof).

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Permittee of the promises and obligations contained in this Permit is therefore a special consideration and inducement to the issuance of this Permit by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Permit, the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Endorsement in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons including the United States of America resulting from the Permittee's noncompliance with any of the provisions of this Endorsement and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee.

The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Airport including any Space covered by this Permit, or for the safe and efficient operation of the Airport including any Space covered by this Permit. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five days before the Permittee shall be required to comply therewith.

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

Notwithstanding any other provision of this Permit, the permission hereby granted shall in any event terminate with the expiration or termination of the lease of Newark International Airport from the City of Newark to the Port Authority under the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex on October 30, 1947 in Book E-110 of Deeds at pages 242, et seq. No greater rights and privileges are hereby granted to Permittee than the Port Authority has power to grant under said agreement as supplemented or amended as aforesaid.

"Newark Liberty International Airport" or "Airport" shall mean the land and premises in the County of Essex and State of New Jersey, which are westerly of the right of way of the Central Railroad of New Jersey and are shown upon the exhibit attached to the said agreement between the City and the Port Authority and marked "Exhibit A", as contained within the limits of a line of crosses appearing on said exhibit and designated "Boundary of terminal area in City of Newark", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

The Port Authority has agreed by a provision in its agreement of lease with the City covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City and of it various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

(1) The Permittee in its own name as assured shall secure and pay the premium or premiums for such of the following policies of insurance with respect to which minimum limits are fixed in the schedule below. Each such policy shall be maintained in at least the limit fixed with respect thereto, shall cover the operations of the Permittee under this Permit, and shall be effective throughout the effective period:

SCHEDULE

	Policy	Minimum Limit
(a)	Commercial general liability insurance (to include contractual liability endorsement)	
	(1) Bodily-injury liability:	
	For injury or wrongful death to one person:	$2,000,000.00
	For injury or wrongful death to more than one person in any one occurrence:	$2,000,000.00
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$2,000,000.00
	(3) Products liability:	$ 2,000,000.00
(b)	Automotive liability insurance:	
	(1) Bodily-injury liability	
	For injury or wrongful death to one person:	$
	For injury or wrongful death to more than one person in any one occurrence:	$
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$
(c)	Plate and mirror glass insurance, covering all plate and mirror glass in the premises, and the lettering, signs, or decorations, if any, on such plate and mirror glass:	$
(d)	Boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$
(e)	"Additional Interest" policy of boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$

(2) The Port Authority shall be named as an additional insured in any policy of liability insurance required by this Endorsement, unless the Port Authority shall, at any time during the effective period of this Permit, direct otherwise in writing, in which case the Permittee shall cause the Port Authority not to be so named.

(3) Every policy of insurance on property other than that of the Permittee required by this Endorsement shall name the Port Authority as the owner of property, unless the Space is located in an area as to which the Port Authority is itself a lessee, in which case the Port Authority shall be named as the lessee and the owner shall be named as the owner, and the policy shall be endorsed substantially as follows:

> "Loss, if any, under this policy, as to the interest of the owner and as to the interest of the Port Authority of New York and New Jersey, shall be adjusted solely with the Port Authority, and all proceeds under this policy shall be paid solely to the Port Authority."

(4) The "Additional Interest" policy of boiler and machinery insurance required by this Endorsement shall provide protection under Sections 1 and 2 only of the Insuring Agreements of the form of policy approved for use as of the date hereof by the National Bureau of Casualty Underwriters, New York, New York.

(5) As to any insurance required by this Endorsement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority within ten (10) days after the execution of this Permit. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving ten (10) days' written notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, of if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

(6) Each policy of insurance required by this Endorsement shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters and the New York Fire Insurance Exchange, or if the Permittee's operations hereunder are in New Jersey, the National Board of Fire Underwriters and The Fire Insurance Rating Organization of N.J., and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Endorsement, any fire insurance, extended coverage or rental insurance rate on the Airport or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

The Permittee shall not do or permit to be done any act which

(a) will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereon, or

(b) will increase the rate of any fire insurance, extended coverage or rental insurance on the Airport or any part thereof or upon the contents of any building thereon, or

(c) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or

(d) may cause or produce upon the Airport any unusual, noxious or objectionable smokes, gases, vapors or odors, or

(e) may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Airport, or

(f) shall constitute a nuisance in or on the Airport or which may result in the creation, commission or maintenance of a nuisance in or on the Airport.

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

(a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deposit with the Port Authority (and shall keep deposited throughout the effective period of the permission under this Permit) the sum of Twenty Thousand Dollars and No Cents ($20,000.00)
either in cash, or bonds of the United States of America, or of the State of New Jersey, or of the State of New York, or of the Port Authority of New York and New Jersey, having a market value of that amount, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed. Bonds qualifying for deposit hereunder shall be in bearer form but if bonds of that issue were offered only in registered form, then the Permittee may deposit such bonds or bonds in registered form, provided, however, that the Port Authority shall be under no obligation to accept such deposit of a bond in registered form unless such bond has been re-registered in the name of the Port Authority (the expense of such re-registration to be borne by the Permittee) in a manner satisfactory to the Port Authority. The Permittee may request the Port Authority to accept a registered bond in the Permittee's name and if acceptable to the Port Authority the Permittee shall deposit such bond together with an irrevocable bond power (and such other instruments or other documents as the Port Authority may require) in form and substance satisfactory to the Port Authority. In the event the deposit is returned to the Permittee any expenses incurred by the Port Authority in re-registering a bond to the name of the Permittee shall be borne by the Permittee. In addition to any and all other remedies available to it, the Port Authority shall have the right, at its option, at any time and from time to time, with or without notice, to use the deposit or any part thereof in whole or partial satisfaction of any of its claims or demands against the Permittee. There shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of the deposit itself shall cure any default or breach of this Agreement on the part of the Permittee. With respect to any bonds deposited by the Permittee, the Port Authority shall have the right, in order to satisfy any of its claims or demands against the Permittee, to sell the same in whole or in part, at any time, and from time to time, with or without prior notice at public or private sale, all as determined by the Port Authority, together with the right to purchase the same at such sale free of all claims, equities or rights of redemption of the Permittee. The Permittee hereby waives all right to participate therein and all right to prior notice or demand of the amount or amounts of the claims or demands of the Port Authority against the Permittee. The proceeds of every such sale shall be applied by the Port Authority first to the costs and expenses of the sale (including but not limited to advertising or commission expenses) and then to the amounts due the Port Authority from the Permittee. Any balance remaining shall be retained in cash toward bringing the deposit to the sum specified above. In the event that the Port Authority shall at any time or times so use the deposit, or any part thereof, or if bonds shall have been deposited and the market value thereof shall have declined below the above-mentioned amount, the Permittee shall,

on demand of the Port Authority and within two (2) days thereafter, deposit with the Port Authority additional cash or bonds so as to maintain the deposit at all times to the full amount above stated, and such additional deposits shall be subject to all the conditions of this Standard Endorsement. After the expiration or earlier revocation or termination of the effective period of the permission under this Permit, and upon condition that the Permittee shall then be in no wise in default under any part of this Permit, and upon written request therefor by the Permittee, the Port Authority will return the deposit to the Permittee less the amount of any and all unpaid claims and demands (including estimated damages) of the Port Authority by reason of any default or breach by the Permittee of this Permit or any part thereof. The Permittee agrees that it will not assign or encumber the deposit. The Permittee may collect or receive any interest or income earned on bonds and interest paid on cash deposited in interest-bearing bank accounts, less any part thereof or amount which the Port Authority is or may hereafter be entitled or authorized by law to retain or to charge in connection therewith, whether as or in lieu of an administrative expense, or custodial charge, or otherwise; provided, however, that the Port Authority shall not be obligated by this provision to place or to keep cash deposited hereunder in interest-bearing bank accounts.

If any type of strike or other labor activity is directed against the Permittee at the Facility or against any operations pursuant to this Permit resulting in picketing or boycott for a period of at least forty-eight (48) hours which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Facility or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this Permit effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

SPECIAL ENDORSEMENTS

1. (a) By agreement of lease, dated as of January 11, 1985 bearing Port Authority file No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease") the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of November 1, 2002 (hereinafter called the "Sublease"), under which the Permittee has agreed to operate certain consumer services in locations the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate one first-class concession at the Terminal for the purpose of the sale at retail of regional themed gifts, apparel, flags, banners and collectibles, all of which shall showcase the States of New York and New Jersey, the greater New York City metropolitan

area, the United States of America and their respective governments, and for no other purpose whatsoever.

(c) The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

(d) The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information)), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

SPECIAL ENDORSEMENTS

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift

certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record- keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Annual Exemption Amount" shall mean the sum of Six Hundred Sixty-six Thousand Six Hundred Sixty-six Dollars and Sixty-seven Cents ($666,666.67) as the same may be reduced by the operation of the proration provisions hereof and as the same may be adjusted pursuant to the Sublease. The Monthly Exemption Amount shall equal one-twelfth of the Annual Exemption Amount.

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of Eighty Thousand Dollars and No Cents ($80,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Six Hundred Sixty-six Dollars and Sixty-seven Cents ($6,666.67), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit. If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Enplanements, pursuant to the terms of the Sublease.

(ii) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed

Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(iii) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable)) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority an annual percentage rent equivalent to the PA Share of the sum of twelve percent (12%) of all gross receipts of the Permittee in excess of the Monthly Exemption Amount arising during the effective period of permission hereunder.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage(s) stated in paragraph (c) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentages applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentages set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the

report is made are in excess of the applicable Monthly Exemption Amount, established for the monthly period, or (B) the applicable percentages set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Annual Exemption Amount, established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable Monthly Exemption Amounts, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Annual Exemption Amount, less the total of all percentage rent payments previously made for such annual period. At any time that the Monthly Exemption Amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated Annual Exemption Amount(s) established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

SPECIAL ENDORSEMENTS

(f) The Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) ninety (90) days following delivery of the Space to the Permittee, or

(c) March 15, 2003,

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. The Permittee shall be required to make a minimum initial capital investment (excluding furniture, fixtures and equipment) to ready the Space for initial occupancy and operations in an amount equal to Two Hundred Dollars ($200) per square foot. Nothing herein shall reduce the Permittee's obligations to comply with the Port Authority's Tenant Alteration and Application process and the Airline's design specifications and standards, nor reduce any obligation of the Permittee under the Sublease to maintain, improve or refurbish the Space during the term of the subletting.

5. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section I of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

"Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it

> may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

> "If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(e) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

SPECIAL ENDORSEMENTS

"In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(h) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(i) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

(ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".

(iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(j) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

(k) Notwithstanding the provisions of Standard Endorsement 21.1 annexed to this Permit, the Port Authority (as well as the Airline and the Manager) shall be named as an additional insured in any policy of liability insurance required by the provisions of this Permit and each such policy of insurance so required shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees,

the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(l) The policies referred to in Standard Endorsement 21.1 shall provide or contain an endorsement providing that:

(i) the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority, and

(ii) the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Permittee shall be the same as the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person as if the Port Authority were the named insured thereunder,

but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

(m) Without limiting the generality of the provisions of Standard Endorsement 23.1, the Permittee agrees that notwithstanding the sum stated to be the security deposit to be delivered to the Port Authority upon execution of this Permit, the security amount required hereunder shall at all times during the period of permission be an amount equal to at least three (3) months' Guaranteed Rent in cash or bonds (as described in said Standard Endorsement) or at least twelve (12) months' Guaranteed Rent in the form of a clean irrevocable letter of credit satisfactory to the Port Authority and, accordingly, such amount may change from time to time by notice to the Permittee during such period.

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

SPECIAL ENDORSEMENTS

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

SPECIAL ENDORSEMENTS

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

(g) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) The abatement of Guaranteed Rent provided in Section 6.04 relating to being unable to operate "as a result of the exercise of any of Landlord's rights", shall, as a matter of clarification, relate solely to the exercise of Landlord's rights in connection with the aforementioned relocation and not any other rights which Landlord may have elsewhere under the Sublease, under the Terminal C Lease, or under the law.

(2) The abatement of Rental provided in Section 27.31 of the Sublease shall not apply with respect to the PA Share of such Rental.

(3) The abatement of Guaranteed Rent and Percentage Rent provided in Section 27.32 of the Sublease shall not apply with respect to the PA Share of such rents.

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space

for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of an payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

SPECIAL ENDORSEMENTS

12. (a) The Permittee hereby certifies that its Federal Tax Identification Number is (Ex. 1) for the purposes of Standard Endorsement No. 23.1.

(b) The Permittee acknowledges and agrees that the Port Authority reserves the right, at its sole discretion, to adjust at any time and from time to time upon fifteen (15) days notice to the Permittee, the security deposit amount as set forth in paragraph (a) of Standard Endorsement No. 23.1. Not later than the effective date set forth in said notice the Permittee shall deposit with the Port Authority the new security deposit amount as set forth in said notice which new amount shall thereafter constitute the security deposit subject to said Standard Endorsement No. 23.1.

AEY

For the Port Authority

Initialed:

For the Permittee

For the Airline

THIS SUPPLEMENT SHALL NOT BE BINDING
UPON THE PORT AUTHORITY UNTIL DULY EXECUTED
BY AN EXECUTIVE OFFICER THEREOF AND DELIVERED
TO THE PERMITTEE BY AN AUTHORIZED REPRESENTATIVE
OF THE PORT AUTHORITY

AVIATION DEPT.
FILE COPY

Newark Liberty International Airport
Port Authority Permit No. ANB-342,
dated as of November 1, 2002
Supplement No. 1

SUPPLEMENT TO PERMIT

THIS SUPPLEMENTAL AGREEMENT, dated as of March 31, 2008, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter referred to as the "Port Authority") and OLDE MILL COMPANY, INC. (hereinafter referred to as the "Permittee").

WHEREAS, the Port Authority and the Permittee entered into an agreement, identified by the above Port Authority Permit Number (which permit, as the same may have been heretofore extended, supplemented and amended is hereinafter called the "Permit") covering certain privileges at the above named Facility, as more fully described in the Permit; and

WHEREAS, the Permit was consented to by Continental Airlines, Inc. (the "Airline"); and

WHEREAS, the Permittee and the Airline have entered into a First Amendment and Extension Agreement, made and entered into as of November 8, 2007, amending the sublease between such parties ("Sublease") dated November 1, 2002; and

WHEREAS, the Port Authority and the Permittee desire to amend the Permit in certain respects as hereinafter provided;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority and the Permittee hereby agree as follows:

1. Effective as of March 31, 2008, the period of permission granted under the Permit is hereby extended to March 31, 2013, unless sooner terminated or revoked as provided in the Permit, as herein amended.

2. Effective as of April 1, 2008 the following amendments shall be deemed made to Special Endorsement No. 2 of the Permit:

(a) Subparagraph (v) of paragraph (a) shall be deleted in its entirety and the

following new subparagraph (v) shall be substituted in lieu thereof:

> "(v) "Annual Exemption Amount" shall mean the sum of Nine Hundred Thousand Dollars and No Cents ($900,000.00) as the same may be reduced by the operation of the proration provisions hereof and as the same may be adjusted pursuant to the Sublease. The Monthly Exemption Amount shall equal one-twelfth of the applicable Annual Exemption Amount."

(b) The first sentence of subparagraph (i) of paragraph (b) shall be deemed deleted and the following new first sentence shall be substituted in lieu thereof:

> "The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of One Hundred Eight Thousand Dollars and No Cents ($108,000.00) per annum, payable in payable in advance in equal, consecutive monthly installments equal to the PA Share of Nine Thousand Dollars and No Cents ($9,000.00), on April 1, 2008 and on the first day of each calendar month thereafter occurring during the period of permission under the Permit, as herein extended."

3. The following amendments shall be deemed made to the Permit:

(a) Effective as of October 13, 2005, the following new sentence shall be deemed inserted after the second sentence in Section 1 of the Terms and Conditions, as amended by paragraph (a) of Special Endorsement No. 5 of the Permit:

> "Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same)."

(b) Effective as of October 13, 2005, the following new paragraph 4 shall be deemed added to Standard Endorsement No. 2.8:

> "4. Effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event that upon

conducting an examination and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit."

4. Effective as of April 1, 2008 the following amendments shall be deemed made to the Permit:

(a) The security deposit dollar amount of "Twenty Thousand Dollars and No Cents ($20,000.00)" located in third and fourth lines of paragraph (a) of Standard Endorsement No. 23.1 shall be deemed deleted and the security deposit dollar amount of "Twenty-seven Thousand Dollars and No Cents ($27,000.00)" shall be substituted in lieu thereof.

(b) Paragraph (b) of Standard Endorsement No. 23.1, which is attached hereto and hereby made a part hereof, shall be deemed a part of the Permit.

5. Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Permittee shall continue to perform the privilege granted under the Permit, after the expiration, revocation or termination of the effective period of the permission granted under the Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under the Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination, and ending on the date that the Permittee shall cease to perform the privilege at the Airport under the Permit, equal to twice the sum of the monthly fee under the Permit. Nothing herein contained shall give, or be deemed to give, the Permittee any right to continue to perform the privilege granted under the Permit at the Airport after the expiration, revocation or termination of the effective period of the permission

granted under the Permit. The Permittee acknowledges that the failure of the Permittee to cease to perform the privilege at the Airport from and after the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss. The Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

6. The Permittee hereby waives its right to trial by jury in any action that may hereafter be instituted by the Port Authority against the Permittee in respect of the permission granted hereunder and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under the Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

7. The Permittee is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Permittee agrees that **Schedule G,** attached hereto and hereby made a part hereof, is incorporated by reference into the Permit and the Permittee shall comply with its terms and provisions.

8. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under this Permit, the Permittee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Permittee recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Permittee shall immediately give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all impending or existing labor-related disruptions and the progress thereof.

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Permittee at the Terminal, or against its operations thereat pursuant to this Permit, which in the opinion of the Port Authority (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(b) Labor peace agreement. The Permittee represents that, prior to or upon entering into this Permit, it has delivered to the Port Authority evidence of a signed labor peace agreement, in the form attached hereto as Exhibit X.

(c) Employee Retention. If the Permittee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Space (the "**Predecessor Concession**"), the Permittee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Permittee at the Space. The foregoing requirement shall be subject to the Permittee's commercially reasonable determination that fewer employees are required at the Premises than were required by the Predecessor Concession; except, however, that the Permitte shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the premises. The Port Authority shall have the right to demand from the Permittee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision. In the event the Permittee fails to comply with this provision, the Port Authority have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(d) Applicability of Provision. The provisions of this section shall apply to concession operators which employ ten (10) or more persons at the Space.

9. Except as hereby amended, all of the terms, covenants, provisions, conditions and agreements of the Permit shall be and remain in full force and effect.

10. No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Permittee with any liability, or held liable to the Permittee, under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach thereof.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

11. This Supplemental Agreement, together with the Permit constitutes the entire agreement between the Port Authority and the Permittee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Permit or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Permittee have caused this Agreement to be executed as of the date first set forth above.

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By _____

(Title) ASST DIRECTOR, CCCAS

OLDE MILL COMPANY, INC.
Permittee

By: _____

Print Name: JANE L. CRAWFORD

Title: President

Consented and Agreed to
By CONTINENTAL AIRLINES, INC.

By _____

Print Name Toby Ericqvist

(Title): Staff Vice President

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:
OAC	MY

MG/dm

(b) The Permittee may at any time during the effective period of the permission under this Permit offer to deliver to the Port Authority, as security for all obligations of the Permittee under this Permit, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District, in favor of the Port Authority in the amount of Twenty-seven Thousand Dollars and No Cents ($ 27,000.00).

The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent satisfactory letter. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by security in accordance with paragraph (a) of this Standard Endorsement or another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security under paragraph (a) of this Standard Endorsement. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made under and in accordance with the provisions of paragraph (a) of this Standard Endorsement. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount.

Initialed

For the Port Authority

For the Permittee

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

OLDE MILL COMPANY, INC. (the "Company") has complied with board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:

OLDE MILL COMPANY, INC.

BY: _____

DATE: 10-3-08

FOR THE UNION:

[Insert Name of Labor Organization]

BY: _____

DATE: _____

Initialed _____
For the Port Authority

_____
For the Permittee

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

In accordance with regulations of the US Department of Transportation 49 CFR Part 23, the Port Authority has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE) program under which qualified firms may have the opportunity to operate an airport business. The Port Authority has established an ACDBE participation goal, as measured by the total estimated annual gross receipts for the overall concession program. The goal is modified from time to time and posted on the Port Authority's website: www.panynj.gov.

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. The Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint ventures in which ACDBEs control a distinct portion of the joint venture business and/or purchase of goods and services from ACDBEs. In connection with the aforesaid good faith efforts, as to those matters contracted out by the Concessionaire in its performance of this agreement, the Concessionaire shall use, to the maximum extent feasible and consistent with the Concessionaire's exercise of good business judgment including without limit the consideration of cost competitiveness, a good faith effort to meet the Port Authority's goals. Information regarding specific good faith steps can be found in the Port Authority's ACDBE Program located on its above-referenced website. In addition, the Concessionaire shall keep such records as shall enable the Port Authority to comply with its obligations under 49 CFR Part 23 regarding efforts to offer opportunities to ACDBEs.

Qualification as an ACDBE

To qualify as an ACDBE, the firm must meet the definition set forth below and be certified by the New York State or New Jersey Uniform Certification Program (UCP). The New York State UCP directory is available on-line at www.nysucp.net and the New Jersey UCP at www.njucp.net.

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed $30million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who

own it. The personal net worth standard used in determining eligibility for purposes of part 23 is $750,000.
The ACDBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Port Authority makes a rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged":

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the Port Authority, as a certifying partner in the New York State and New Jersey UCPs will determine whether the individual is socially or economically disadvantaged under the criteria established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP directories but which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the

Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee, the term Concessionaire shall mean the Lessee herein.

OAC
For the Port Authority

Initialed:

For the Permittee

October 14, 2008

The Port Authority of New York and New Jersey
225 Park Avenue South
New York, NY 10003
Attn: Director of Aviation

To Whom It May Concern:

Reference is made to a certain Sublease dated November 1, 2002 as amended and extended by the First Amendment and Extension Agreement dated November 8, 2007 ("Sublease"), between Continental Airlines, Inc. ("Landlord") and Olde Mill Company, Inc. ("Tenant") as well as to a certain Permit No. ANB-342 effective as of November 1, 2002 as amended by Supplement No. 1 dated as of March 31, 2008 ("Permit") between the Port Authority of New York and New Jersey ("Port Authority") and Tenant, as consented to by Landlord for concession space at Terminal C at Newark Liberty International Airport. This letter is being provided in connection with the Sublease and Privilege Permit and is accurate as of the date of the Tenant's execution of Supplement No. 1 to the Permit.

The undersigned is an officer of the Tenant and certifies to the Port Authority under penalty of perjury as follows. At this time, whereas Tenant does not employ 10 or more persons at the Space, Tenant has not entered into an agreement with a labor organization (as defined by 29 U.S.C. Section 152(5)) that seeks to represent the Tenant's employees at the Airport. Accordingly, the Tenant has not, and is not obligated to, enter into a labor peace agreement as contemplated by the Supplement No. 1 to the Permit and/or the resolution of the Port Authority's Board of Commissioners, entitled "All Airports – Labor Harmony Policy", passed October 18, 2007.

Very truly yours,

OLDE MILL COMPANY, INC.

Jane L. Crawford, President

7904 Hill Park Court • Lorton, VA 22079 • (703) 339-9480 • FAX (703) 339-9488
http://www.americastore.com

October 14, 2008

The Port Authority of New York and New Jersey
225 Park Avenue South
New York, NY 10003
Attn: Director of Aviation

To Whom It May Concern:

Reference is made to a certain Sublease dated November 1, 2002 as amended and extended by the First Amendment and Extension Agreement dated November 8, 2007 ("Sublease"), between Continental Airlines, Inc. ("Landlord") and Olde Mill Company, Inc. ("Tenant") as well as to a certain Permit No. ANB-342 effective as of November 1, 2002 as amended by Supplement No. 1 dated as of March 31, 2008 ("Permit") between the Port Authority of New York and New Jersey ("Port Authority") and Tenant, as consented to by Landlord for concession space at Terminal C at Newark Liberty International Airport. This letter is being provided in connection with the Sublease and Privilege Permit and is accurate as of the date of the Tenant's execution of Supplement No. 1 to the Permit.

The undersigned is an officer of the Tenant and certifies to the Port Authority under penalty of perjury as follows. At this time, whereas Tenant does not employ 10 or more persons at the Space, Tenant has not entered into an agreement with a labor organization (as defined by 29 U.S.C. Section 152(5)) that seeks to represent the Tenant's employees at the Airport. Accordingly, the Tenant has not, and is not obligated to, enter into a labor peace agreement as contemplated by the Supplement No. 1 to the Permit and/or the resolution of the Port Authority's Board of Commissioners, entitled "All Airports – Labor Harmony Policy", passed October 18, 2007.

Very truly yours,

OLDE MILL COMPANY, INC.

Jane L. Crawford, President

7904 Hill Park Court • Lorton, VA 22079 • (703) 339-9480 • FAX (703) 339-9488
http://www americastore.com

Form F - Privilege, All Facilities

:For Port Authority Use Only :
: ANB-946 :

AVIATION DEPT.
FILE COPY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 Park Avenue South
New York, New York 10003

PRIVILEGE PERMIT

The Port Authority of New York and New Jersey (herein called the "Port Authority") hereby grants to the Permittee hereinafter named the hereinafter described privilege at the Port Authority Facility hereinafter named, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee or fees hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. **FACILITY: Newark Liberty International Airport**
2. **PERMITTEE:** PARADIES-NEWARK, LLC, a corporation organized under the laws of the State of New Jersey
3. **PERMITTEE'S ADDRESS:** 5950 Fulton Industrial Boulevard
   Atlanta, Georgia 30336
4. **PERMITTEE'S REPRESENTATIVE:** Bruce Feuer
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** November 15, 2007
8. **EXPIRATION DATE:** March 30, 2013, or the day preceding the seventh anniversary of the Rent Commencement Date, whichever is later, unless sooner revoked as provided in Section 1 of the following Terms and Conditions subject to Special Endorsement No. 15 of the Permit.
9. **ENDORSEMENTS:** 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 21.1, 22, 28, Exhibit X, Schedule G, and Specials

Dated: As of November 15, 2007

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) Asst Dir, CCCAS

Consented and Agreed to by
CONTINENTAL AIRLINES, INC.
as of November 15, 2007

By _____

(Title) Sr VP President

PARADIES-NEWARK, LLC, Permittee

By: _____

Print Name: ~~President~~ Gregg Paradies

Title: ~~President~~ Member/ Manager

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:
SB	

MLG/NEI

TERMS AND CONDITIONS

1. The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty days' written notice, by the Port Authority or terminated without cause, upon thirty days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four hours' notice if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same).Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

2. The rights granted hereby shall be exercised

(a) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,

(b) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, and employees,

(c) if the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees, or

(d) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees;

and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other person, corporation or legal entity. The Permittee shall not assign or transfer this Permit or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

4. The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the written approval of the Manager of the Facility. The Port Authority shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

6. (a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Permittee in performing or observing any term or provision of this Permit, or out of the operations of the Permittee, its officers, employees or persons who are doing business with the Permittee arising out of or in connection with the activities permitted hereunder, or arising out of the acts or omissions of the Permittee, its officers or employees at the

Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

7. The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations hereunder. The Permittee shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

(a) The term "Executive Director" shall mean the person or persons from time to-time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee, it shall mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

(b) The terms "Manager of the Facility" or "General Manager of the Facility" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Manager or General Manager (or temporary or Acting Manager or General Manager) of the Facility for the time being, or his duly designated representative or representatives.

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail or certified mail addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most

recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

15. The Permittee agrees to be bound by and comply with the provisions of all endorsements annexed to this Permit at the time of issuance.

16. No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

17. This Permit, including the attached endorsements and exhibits, if any, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof and may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

18. The Permittee hereby waives its right to trial by jury in any action that may hereafter be instituted by the Port Authority against the Permittee in respect of the permission granted hereunder and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

19. Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Permittee shall continue to perform the privilege granted under this Permit, after the expiration, revocation or termination of the effective period of the permission granted under this Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination, and ending on the date that the Permittee shall cease to perform the privilege at the Airport under the Permit, equal to twice the sum of the monthly fee under the Permit. Nothing

herein contained shall give, or be deemed to give, the Permittee any right to continue to perform the privilege granted under this Permit at the Airport after the expiration, revocation or termination of the effective period of the permission granted under the Permit. The Permittee acknowledges that the failure of the Permittee to cease to perform the privilege at the Airport from and after the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss. The Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

(a) Use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(b) Not divert or cause or allow to be diverted, any business from the Airport;

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anyway connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port

Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

4. Effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event that upon conducting an examination and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

STANDARD ENDORSEMENT NO. 4.1
MERCHANDISE AND/OR SERVICES
All Airports
7/21/49

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefor at the Airport;

(b) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(c) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

As used in the above subsections "service" shall include furnishing of parts, materials and supplies (including sale thereof).

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Permittee of the promises and obligations contained in this Permit is therefore a special consideration and inducement to the issuance of this Permit by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Permit, the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Endorsement in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons, including the United States of America, resulting from the Permittee's noncompliance with any of the provisions of this Endorsement, and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee.

The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Airport, including any Space covered by this Permit, or for the safe and efficient operation of the Airport, including any Space covered by this Permit. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five (5) days before the Permittee shall be required to comply therewith.

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

Notwithstanding any other provision of this Permit, the permission hereby granted shall in any event terminate with the expiration or termination of the lease of Newark Liberty International Airport from the City of Newark to the Port Authority under the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex on October 30, 1947 in Book E-110 of Deeds at pages 242, et seq. No greater rights and privileges are hereby granted to Permittee than the Port Authority has power to grant under said agreement as supplemented or amended as aforesaid.

"Newark Liberty International Airport" or "Airport" shall mean the land and premises in the County of Essex and State of New Jersey, which are westerly of the right of way of the Central Railroad of New Jersey and are shown upon the exhibit attached to the said agreement between the City and the Port Authority and marked "Exhibit A", as contained within the limits of a line of crosses appearing on said exhibit and designated "Boundary of terminal area in City of Newark", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

The Port Authority has agreed by a provision in its agreement of lease with the City covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City and of it various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

(1) The Permittee in its own name as assured shall secure and pay the premium or premiums for such of the following policies of insurance with respect to which minimum limits are fixed in the schedule below. Each such policy shall be maintained in at least the limit fixed with respect thereto, shall cover the operations of the Permittee under this Permit, and shall be effective throughout the effective period:

SCHEDULE

	Policy	Minimum Limit
(a)	Commercial general liability insurance (to include contractual liability endorsement)	
	(1) Bodily-injury liability:	
	For injury or wrongful death to one person:	$2,000,000.00
	For injury or wrongful death to more than one person in any one occurrence:	$2,000,000.00
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$2,000,000.00
	(3) Products liability:	$2,000,000.00
	(4) Liquor Liability:	$2,000,000.00
(b)	Automotive liability insurance:	
	(1) Bodily-injury liability	
	For injury or wrongful death to one person:	$
	For injury or wrongful death to more than one person in any one occurrence:	$
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$
(c)	Plate and mirror glass insurance, covering all plate and mirror glass in the premises, and the lettering, signs, or decorations, if any, on such plate and mirror glass:	$
(d)	Boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$
(e)	"Additional Interest" policy of boiler and machinery	

insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space: $

(2) The Port Authority shall be named as an additional insured in any policy of liability insurance required by this Endorsement, unless the Port Authority shall, at any time during the effective period of this Permit, direct otherwise in writing, in which case the Permittee shall cause the Port Authority not to be so named.

(3) Every policy of insurance on property other than that of the Permittee required by this Endorsement shall name the Port Authority as the owner of property, unless the Space is located in an area as to which the Port Authority is itself a lessee, in which case the Port Authority shall be named as the lessee and the owner shall be named as the owner, and the policy shall be endorsed substantially as follows:

> "Loss, if any, under this policy, as to the interest of the owner and as to the interest of the Port Authority of New York and New Jersey, shall be adjusted solely with the Port Authority, and all proceeds under this policy shall be paid solely to the Port Authority."

(4) The "Additional Interest" policy of boiler and machinery insurance required by this Endorsement shall provide protection under Sections 1 and 2 only of the Insuring Agreements of the form of policy approved for use as of the date hereof by the National Bureau of Casualty Underwriters, New York, New York.

(5) As to any insurance required by this Endorsement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority within ten (10) days after the execution of this Permit. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving ten (10) days' written notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, of if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

(6) Each policy of insurance required by this Endorsement shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters and the New York Fire Insurance Exchange, or if the Permittee's operations hereunder are in New Jersey, the National Board of Fire Underwriters and The Fire Insurance Rating Organization of N.J., and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Endorsement, any fire insurance, extended coverage or rental insurance rate on the Airport or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

The Permittee shall not do or permit to be done any act which

(a) will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereon, or

(b) will increase the rate of any fire insurance, extended coverage or rental insurance on the Airport or any part thereof or upon the contents of any building thereon, or

(c) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or

(d) may cause or produce upon the Airport any unusual, noxious or objectionable smokes, gases, vapors or odors, or

(e) may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Airport, or

(f) shall constitute a nuisance in or on the Airport or which may result in the creation, commission or maintenance of a nuisance in or on the Airport.

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

If any type of strike or other labor activity is directed against the Permittee at the Facility or against any operations pursuant to this Permit resulting in picketing or boycott for a period of at least forty-eight (48) hours, which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Facility or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this Permit, effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

SPECIAL ENDORSEMENTS

1. (a) By agreement of lease, dated as of January 11, 1985 bearing Port Authority file No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease") the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of November 15, 2007(hereinafter, as amended by the First Amendment to Sublease, dated as of June 13, 2008, called the "Sublease"), under which the Permittee has agreed to operate certain consumer services in locations the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate a first-class concession at the Terminal for the purpose of the sale at retail

of high quality Brooks Brothers branded merchandise including, but not limited to, men's and women's apparel and accessories, and for no other purpose whatsoever.

(c) The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

(d) The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift

certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record- keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Annual Exemption Amount" shall mean the sum of One Million Three Hundred Thousand Dollars and No Cents ($1,300,000.00) as the same may be reduced by the operation of the proration provisions hereof and as the same may be adjusted pursuant to the Sublease. The Monthly Exemption Amount shall equal one-twelfth of the Annual Exemption Amount.

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of One Hundred Thirty Thousand Dollars and No Cents ($130,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Ten Thousand Eight Hundred Thirty-three Dollars and Thirty-three Cents ($10,833.33), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit. If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Enplanements, pursuant to the terms of the Sublease.

(ii) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed

Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(iii) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority an annual percentage rent equivalent to the PA Share of the sum of ten percent (10%) of all gross receipts of the Permittee in excess of the Monthly Exemption Amount arising during the effective period of permission hereunder.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage(s) stated in paragraph (c) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentages applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentages set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the

report is made are in excess of the applicable Monthly Exemption Amount, established for the monthly period, or (B) the applicable percentages set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Annual Exemption Amount, established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable Monthly Exemption Amounts, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Annual Exemption Amount, less the total of all percentage rent payments previously made for such annual period. At any time that the Monthly Exemption Amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated Annual Exemption Amount(s) established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

SPECIAL ENDORSEMENTS

(f) The Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) February 1, 2008

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. The Permittee shall be required to make a minimum initial capital investment (excluding furniture, fixtures and equipment) to ready the Space for initial occupancy and operations in an amount equal to Two Hundred Dollars ($200) per square foot. Nothing herein shall reduce the Permittee's obligations to comply with the Port Authority's Tenant Alteration and Application process and the Airline's design specifications and standards, nor reduce any obligation of the Permittee under the Sublease to maintain, improve or refurbish the Space during the term of the subletting.

5. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

> "Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee

shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

"If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(e) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

"In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the

Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(h) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(i) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

(ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".

(iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(j) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

(k) Notwithstanding the provisions of Standard Endorsement 21.1 annexed to this Permit, the Port Authority (as well as the Airline and the Manager) shall be named as an additional insured in any policy of liability insurance required by the provisions of this Permit and each such policy of insurance so required shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

SPECIAL ENDORSEMENTS

(l) The policies referred to in Standard Endorsement 21.1 shall provide or contain an endorsement providing that:

(i) the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority, and

(ii) the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Permittee shall be the same as the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person as if the Port Authority were the named insured thereunder,

but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

(m) Without limiting the generality of the provisions of Standard Endorsement 23.1, the Permittee agrees that notwithstanding the sum stated to be the security deposit to be delivered to the Port Authority upon execution of this Permit, the security amount required hereunder shall at all times during the period of permission be an amount equal to at least three (3) months' Guaranteed Rent in cash or bonds (as described in said Standard Endorsement) or at least twelve (12) months' Guaranteed Rent in the form of a clean irrevocable letter of credit satisfactory to the Port Authority and, accordingly, such amount may change from time to time by notice to the Permittee during such period.

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the

Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to

the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

(g) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) Notwithstanding anything to the contrary stated in Section(s) 2.08 of the Sublease, there shall be no abatement of the PA Share of rent payable under this Permit or the Sublease under the circumstances described in Section(s) 2.08.

(2) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, not unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(3) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(4) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to an assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee

and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of an payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and

prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority, and payable in the Port of New York District in the amount of One Hundred Thirty Thousand Dollars and No Cents ($130,000.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is an appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security hereunder. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made in accordance with the provisions of this Permit. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to constitute a waiver of any default by the Permittee under the terms of this Permit and all remedies of the Port Authority consequent upon such default shall not be affected by the existence of any recourse to any such letter of credit.

(b) The Permittee hereby certifies that its Federal Tax Identification Number is
(Ex. 1) for the purposes of this Special Endorsement.

(c) The Permittee acknowledges and agrees that the Port Authority reserves the right, at its sole discretion, to adjust at any time and from time to time upon fifteen (15) days notice to the Permittee, the security deposit amount as set forth in paragraph (a). Not later than

the effective date set forth in said notice the Permittee shall deposit with the Port Authority the new security deposit amount as set forth in and in such form as requested by said notice which new amount (including without limitation an amendment to or a replacement of the letter of credit) shall thereafter constitute the security deposit subject to this Special Endorsement.

13. The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement or any management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23. The Permittee agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreement. Further, the Permittee agrees to comply with the terms and provisions of Schedule G, attached hereto and hereto made a part hereof.

14. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under this Permit, the Permittee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Permittee recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Permittee shall immediately give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all impending or existing labor-related disruptions and the progress thereof.

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Permittee at the Terminal, or against its operations thereat pursuant to this Permit, which in the opinion of the Port Authority (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(b) Labor peace agreement. The Permittee represents that, prior to or upon entering into this Supplemental Agreement, it has delivered to the Port Authority evidence of a signed labor peace agreement, in the form attached hereto as Exhibit X or, in the event Exhibit X is inapplicable, then a signed officer's certification to such effect in the required form provided by the Port Authority.

(c) Employee Retention. If the Permittee's concession at the Space is of the same

type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Space (the "Predecessor Concession"), the Permittee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Permittee at the Space. The foregoing requirement shall be subject to the Permittee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Permitte shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space. The Port Authority shall have the right to demand from the Permittee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision. In the event the Permittee fails to comply with this provision, the Port Authority have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(d) Applicability of Provision. The provisions of this section shall apply to concession operators which employ ten (10) or more persons at the Space.

15. The Expiration Date of this Permit shall be March 30, 2013; provided, however, that if the term of the letting to the Airline under the Airline Lease is extended beyond March 31, 2013, then the period of permission granted under this Permit shall be the earlier of: (i) the day prior to the expiration date of the term of the letting of the Airline Lease, as extended; or (ii) the 7th anniversary of the Rent Commencement Date. The Airline shall confirm the actual date of the expiration date in a written letter to the Permittee, a copy of which letter shall be delivered contemporaneously to the Port Authority.

OAC
For the Port Authority

Initialed: GP
For the Permittee

TG
For the Airline

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

In accordance with regulations of the US Department of Transportation 49 CFR Part 23, the Port Authority has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE) program under which qualified firms may have the opportunity to operate an airport business. The Port Authority has established an ACDBE participation goal, as measured by the total estimated annual gross receipts for the overall concession program. The goal is modified from time to time and posted on the Port Authority's website: www.panynj.gov.

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. The Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint ventures in which ACDBEs control a distinct portion of the joint venture business and/or purchase of goods and services from ACDBEs. In connection with the aforesaid good faith efforts, as to those matters contracted out by the Concessionaire in its performance of this agreement, the Concessionaire shall use, to the maximum extent feasible and consistent with the Concessionaire's exercise of good business judgment including without limit the consideration of cost competitiveness, a good faith effort to meet the Port Authority's goals. Information regarding specific good faith steps can be found in the Port Authority's ACDBE Program located on its above-referenced website. In addition, the Concessionaire shall keep such records as shall enable the Port Authority to comply with its obligations under 49 CFR Part 23 regarding efforts to offer opportunities to ACDBEs.

Qualification as an ACDBE

To qualify as an ACDBE, the firm must meet the definition set forth below and be certified by the New York State or New Jersey Uniform Certification Program (UCP). The New York State UCP directory is available on-line at www.nysucp.net and the New Jersey UCP at www.njucp.net.

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed $47.78 million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of

part 23 is $750,000.

The ACDBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Port Authority makes a rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged":

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the Port Authority, as a certifying partner in the New York State and New Jersey UCPs will determine whether the individual is socially or economically disadvantaged under the criteria established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP directories but

which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee, the term Concessionaire shall mean the Lessee herein.

Initialed:

For the Port Authority

For the Permittee

For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

PARADIES-NEWARK, LLC (the "Company") has complied with board Resolution "All Airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:	FOR THE UNION:
PARADIES-NEWARK, LLC	UNITE HERE
BY:	BY:
DATE: 12-17-2008	DATE: December 17, 2008

Form F - Privilege, All Facilities
12/4/73

:For Port Authority Use Only :
: ANB-947 :

AVIATION DEPT
FILE COPY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 Park Avenue South
New York, New York 10003

PRIVILEGE PERMIT

The Port Authority of New York and New Jersey (herein called the "Port Authority") hereby grants to the Permittee hereinafter named the hereinafter described privilege at the Port Authority Facility hereinafter named, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee or fees hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. **FACILITY: Newark Liberty International Airport**
2. **PERMITTEE: PARADIES-NEWARK, LLC**, a limited liability company organized under the laws of the State of New Jersey.
3. **PERMITTEE'S ADDRESS:** 5950 Fulton Industrial Blvd., Atlanta, GA 30336
4. **PERMITTEE'S REPRESENTATIVE:** Bruce Feuer
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** January 1, 2009
8. **EXPIRATION DATE:** March 30, 2013, unless sooner revoked as provided in Section 1 of the following Terms and Conditions, and further subject to Special Endorsement No. 15 to this Permit
9. **ENDORSEMENTS: 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.1, 14.1, 16.1, 17.1, 19.3, 21.1, 22, 28, Exhibit A, Exhibit X, Schedule G and Specials**

Dated: As of November 15, 2007

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) Asst Director CCCAS

CONSENTED AND AGREED TO
BY CONTINENTAL AIRLINES, INC.
as of November 15, 2007

By _____

(Title) Toby Enqvist Emp. #96158
~~Staff Vice President~~ President
Global Real Estate
Continental Airlines, Inc

PARADIES-NEWARK, LLC

By _____

Gregg PARADIES, President

(Title) ~~Member/Manager~~

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:

MLG/mmw

TERMS AND CONDITIONS

1. The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty days' written notice, by the Port Authority or terminated without cause, upon thirty days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four hours' notice if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same).Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

2. The rights granted hereby shall be exercised

(a) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,

(b) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, and employees,

(c) if the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees, or

(d) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees;

and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other person, corporation or legal entity. The Permittee shall not assign or transfer this Permit or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

4. The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the written approval of the Manager of the Facility. The Port Authority shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

6. (a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Permittee in performing or observing any term or provision of this Permit, or out of the operations of the Permittee, its officers, employees or persons who are doing business with the Permittee arising out of or in connection with the activities permitted hereunder, or arising out of the acts or omissions of the Permittee, its officers or employees at the Airport, including claims and

demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

7. The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations hereunder. The Permittee shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

(a) The term "Executive Director" shall mean the person or persons from time to-time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee, it shall mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

(b) The terms "Manager of the Facility" or "General Manager of the Facility" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Manager or General Manager (or temporary or Acting Manager or General Manager) of the Facility for the time being, or his duly designated representative or representatives.

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail or certified mail addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the

representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

15. The Permittee agrees to be bound by and comply with the provisions of all endorsements annexed to this Permit at the time of issuance.

16. No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

17. This Permit, including the attached endorsements and exhibits, if any, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof and may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

18. The Permittee hereby waives its right to trial by jury in any action that may hereafter be instituted by the Port Authority against the Permittee in respect of the permission granted hereunder and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

19. Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Permittee shall continue to perform the privilege granted under this Permit, after the expiration, revocation or termination of the effective period of the permission granted under this Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination, and ending on the date that the Permittee shall cease to perform the privilege at the Airport under the Permit, equal to twice the sum of the monthly fee under the Permit. Nothing herein contained shall give, or be deemed to give, the Permittee any right to continue to perform the privilege granted under this Permit at the Airport after the expiration, revocation or termination of the effective period of the permission granted under

the Permit. The Permittee acknowledges that the failure of the Permittee to cease to perform the privilege at the Airport from and after the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss. The Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

(a) Use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(b) Not divert or cause or allow to be diverted, any business from the Airport;

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anyway connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

4. Effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event that upon conducting an examination

and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefor at the Airport;

(b) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(c) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

As used in the above subsections "service" shall include furnishing of parts, materials and supplies (including sale thereof).

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Permittee of the promises and obligations contained in this Permit is therefore a special consideration and inducement to the issuance of this Permit by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Permit, the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Endorsement in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons, including the United States of America, resulting from the Permittee's noncompliance with any of the provisions of this Endorsement, and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material arising out of or in connection with its operations hereunder.

STANDARD ENDORSEMENT NO. 10.1
GARBAGE
All Facilities
9/04

Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Airport, including any Space covered by this Permit, or for the safe and efficient operation of the Airport, including any Space covered by this Permit. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five (5) days before the Permittee shall be required to comply therewith.

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

Notwithstanding any other provision of this Permit, the permission hereby granted shall in any event terminate with the expiration or termination of the lease of Newark Liberty International Airport from the City of Newark to the Port Authority under the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex on October 30, 1947 in Book E-110 of Deeds at pages 242, et seq. No greater rights and privileges are hereby granted to Permittee than the Port Authority has power to grant under said agreement as supplemented or amended as aforesaid.

"Newark Liberty International Airport" or "Airport" shall mean the land and premises in the County of Essex and State of New Jersey, which are westerly of the right of way of the Central Railroad of New Jersey and are shown upon the exhibit attached to the said agreement between the City and the Port Authority and marked "Exhibit A", as contained within the limits of a line of crosses appearing on said exhibit and designated "Boundary of terminal area in City of Newark", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

The Port Authority has agreed by a provision in its agreement of lease with the City covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City and of it various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

(1) The Permittee in its own name as assured shall secure and pay the premium or premiums for such of the following policies of insurance with respect to which minimum limits are fixed in the schedule below. Each such policy shall be maintained in at least the limit fixed with respect thereto, shall cover the operations of the Permittee under this Permit, and shall be effective throughout the effective period:

SCHEDULE

	Policy	Minimum Limit
(a)	Commercial general liability insurance (to include contractual liability endorsement)	
	(1) Bodily-injury liability:	
	For injury or wrongful death to one person:	$2,000,000.00
	For injury or wrongful death to more than one person in any one occurrence:	$2,000,000.00
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$2,000,000.00
	(3) Products liability:	$2,000,000.00
(b)	Automotive liability insurance:	
	(1) Bodily-injury liability	
	For injury or wrongful death to one person:	$
	For injury or wrongful death to more than one person in any one occurrence:	$
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$
(c)	Plate and mirror glass insurance, covering all plate and mirror glass in the premises, and the lettering, signs, or decorations, if any, on such plate and mirror glass:	$
(d)	Boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$
(e)	"Additional Interest" policy of boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$

(2) The Port Authority shall be named as an additional insured in any policy of liability insurance required by this Endorsement, unless the Port Authority shall, at any time during the effective period of this Permit, direct otherwise in writing, in which case the Permittee shall cause the Port Authority not to be so named.

(3) Every policy of insurance on property other than that of the Permittee required by this Endorsement shall name the Port Authority as the owner of property, unless the Space is located in an area as to which the Port Authority is itself a lessee, in which case the Port Authority shall be named as the lessee and the owner shall be named as the owner, and the policy shall be endorsed substantially as follows:

> "Loss, if any, under this policy, as to the interest of the owner and as to the interest of the Port Authority of New York and New Jersey, shall be adjusted solely with the Port Authority, and all proceeds under this policy shall be paid solely to the Port Authority."

(4) The "Additional Interest" policy of boiler and machinery insurance required by this Endorsement shall provide protection under Sections 1 and 2 only of the Insuring Agreements of the form of policy approved for use as of the date hereof by the National Bureau of Casualty Underwriters, New York, New York.

(5) As to any insurance required by this Endorsement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority within ten (10) days after the execution of this Permit. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving thirty (30) days' written notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, of if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

(6) Each policy of insurance required by this Endorsement shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters and the New York Fire Insurance Exchange, or if the Permittee's operations hereunder are in New Jersey, the National Board of Fire Underwriters and The Fire Insurance Rating Organization of N.J., and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Endorsement, any fire insurance, extended coverage or rental insurance rate on the Airport or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

The Permittee shall not do or permit to be done any act which

(a) will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereon, or

(b) will increase the rate of any fire insurance, extended coverage or rental insurance on the Airport or any part thereof or upon the contents of any building thereon, or

(c) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or

(d) may cause or produce upon the Airport any unusual, noxious or objectionable smokes, gases, vapors or odors, or

(e) may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Airport, or

(f) shall constitute a nuisance in or on the Airport or which may result in the creation, commission or maintenance of a nuisance in or on the Airport.

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

If any type of strike or other labor activity is directed against the Permittee at the Facility or against any operations pursuant to this Permit resulting in picketing or boycott for a period of at least forty-eight (48) hours, which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Facility or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this Permit, effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

SPECIAL ENDORSMENTS

1. (a) By agreement of lease, dated as of January 11, 1985 bearing Port Authority file No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease") the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of November 15, 2007, as amended by a First Amendment to Sublease, dated as of June 13, 2008 (such sublease, as amended, being referred to herein as the "Sublease") under which the Permittee has agreed to operate certain consumer services in locations the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate three first-class concessions at the Terminal, doing business under the trade name CNBC News, for the purpose of the sale at retail of newspapers, magazines, periodicals and paperback books, candies, pre-packaged snacks, cigarettes, cigars, pipe tobacco, bottled soda, bottled juice, umbrellas, cameras, film, basic camera accessories,

batteries, suntan lotion, utility writing pads, pocket notebooks, postcards, greeting cards, gift wrap, bows, ribbons, travel guides, maps and tour books, gifts, souvenir apparel, souvenirs, novelties and travel related gifts and for no other purpose whatsoever.

(c) The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

(d) The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information)), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods

thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed twenty percent (20%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record-keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(b) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of the greater of the Guaranteed Rent and the percentage rent as described in Special Endorsement 2 (c), below. The Guaranteed Rent shall be at the following rate:

(i) From the Rent Commencement Date of the first of the three locations comprising the Space to and including the day preceding the Rent Commencement Date of the last of the three locations comprising the Space:

(1) for Space No. 32, One Hundred Thirty-seven Thousand Four Hundred Dollars and No Cents ($137,400.00) per annum, payable in equal consecutive monthly installments of Eleven Thousand Four Hundred Fifty Dollars and No Cents ($11,450.00); and

(2) for Space No. 11, Two Hundred Eighty-three Thousand Nine Hundred Dollars and No Cents ($283,900.00) per annum, payable in equal consecutive monthly installments of Twenty-Three Thousand Six Hundred Fifty-eight Dollars and Thirty-three Cents ($23,658.33); and

(3) for Space No. 47A, One Hundred Seventy-eight Thousand Seven Hundred Dollars and No Cents ($178,700.00) per annum, payable in equal consecutive monthly installments of Fourteen Thousand Eight Hundred Ninety-one Dollars and Sixty-seven Cents ($14,891.67); and

(ii) From and after the Rent Commencement Date for the last of the three locations comprising the Space: Six Hundred Thousand dollars and No Cents ($600,000.00) per annum payable in equal consecutive monthly installments of Fifty Thousand Dollars and No Cents ($50,000.00),

on the Rent Commencement Date applicable to each of the respective spaces listed above, and on the first day of each calendar month thereafter occurring during the period of permission under this Permit. If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement

Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Enplanements, pursuant to the terms of the Sublease.

(iii) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(iv) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable)) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) Consistent with Special Endorsement 2 (b), above, if the annual percentage rent is greater than the Guaranteed Rent, then the Permittee shall pay to the Port Authority an annual percentage rent equivalent to the PA Share of the following percentage of the Permittee's gross receipts arising during the effective period of permission hereunder:

(i) fourteen percent (14%) of all gross receipts of the Permittee on Category A Products, retail display allowances and other promotional incentives; plus

(ii) twenty-eight percent (28%) of all gross receipts of the Permittee on Category B Products.

The terms "Category A Products" and "Category B Products" shall have the meanings as described on Exhibit A, attached hereto and incorporated by reference herein.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage(s) stated in paragraph (c) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentages applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentages set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable Monthly Exemption Amount (if applicable), established for the monthly period, or (B) the applicable percentages set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Annual Exemption Amount (if applicable), established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable Monthly Exemption Amounts (if applicable), and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Annual Exemption Amount (if applicable), less the total of all percentage rent payments previously made for such annual period. At any time that the Monthly Exemption Amount (if applicable) is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for

the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated Annual Exemption Amount(s) established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) For Space 32:

(i) the date on which Permittee commences operations in Space 32, or

(ii) December 15, 2008

(b) For Space 11:

(i) the date on which Permittee commences operations in Space 11, or

(ii) March 15, 2009

(c) For Space 47A:

(i) the date on which Permittee commences operations in Space 47A, or

(ii) November 15, 2008

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. The Permittee shall be required to make a minimum initial capital investment (excluding furniture, fixtures and equipment) to ready the Space for initial occupancy and operations in an amount equal to Two Hundred Dollars ($200) per square foot. Nothing herein shall reduce the Permittee's obligations to comply with the Port Authority's Tenant Alteration and Application process and the Airline's design specifications and standards, nor reduce any obligation of the Permittee under the Sublease to maintain, improve or refurbish the Space during the term of the subletting.

5. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

> "Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

> "If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(e) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

> "In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(h) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(i) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

> (ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".
>
> (iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(j) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

(k) Notwithstanding the provisions of Standard Endorsement 21.1 annexed to this Permit, the Port Authority (as well as the Airline and the Manager) shall be named as an additional insured in any policy of liability insurance required by the provisions of this Permit and each such policy of insurance so required shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(l) The policies referred to in Standard Endorsement 21.1 shall provide or contain an endorsement providing that:

> (i) the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority, and
>
> (ii) the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Permittee shall be the same as the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person as if the Port Authority were the named insured thereunder,

but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

(m) Without limiting the generality of the provisions of Standard Endorsement 23.1, the Permittee agrees that notwithstanding the sum stated to be the security deposit to be delivered to the Port Authority upon execution of this Permit, the security amount required hereunder shall at all times during the period of permission be an amount equal to at least three (3) months' Guaranteed Rent in cash or bonds (as described in said Standard Endorsement) or at least twelve (12) months' Guaranteed Rent in the form of a clean irrevocable letter of credit satisfactory to the Port Authority and, accordingly, such amount may change from time to time by notice to the Permittee during such period.

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and

any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

(g) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) Notwithstanding anything to the contrary stated in the Sublease, there shall be no abatement of the PA Share of rent payable under this Permit or the Sublease.

(2) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, not unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(3) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(4) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to an assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default

inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of an payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority and payable in the Port of New York District in the amount

of Three Hundred Sixty Five Thousand Dollars and No Cents ($365,000.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security hereunder. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made in accordance with the provisions of this Permit. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to constitute a waiver of any default by the Permittee under the terms of this Permit and all remedies of the Port Authority consequent upon such default shall not be affected by the existence of any recourse to any such letter of credit.

(b) The Permittee hereby certifies that its Federal Tax Identification Number is
(Ex. 1) for the purposes of this Special Endorsement.

(c) The Permittee acknowledges and agrees that the Port Authority reserves the right, at its sole discretion, to adjust at any time and from time to time upon fifteen (15) days notice to the Permittee, the security deposit amount as set forth in paragraph (a). Not later than the effective date set forth in said notice the Permittee shall deposit with the Port Authority the new security deposit amount as set forth in and in such form as requested by said notice which new amount (including without limitation an amendment to or a replacement of the letter of credit) shall thereafter constitute the security deposit subject to this Special Endorsement.

13. This Permit is subject to the requirements of the United States Department of Transportation's regulations, 49 CFR Part 23. The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement or any management

contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23. The Permittee agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreement. Further, the Permittee agrees to comply with the terms and provisions of Schedule G, attached hereto and hereto made a part hereof.

14. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under this Permit, the Permittee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Permittee recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Permittee shall immediately give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all impending or existing labor-related disruptions and the progress thereof.

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Permittee at the Terminal, or against its operations thereat pursuant to this Permit, which in the opinion of the Port Authority (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(b) Labor peace agreement. The Permittee represents that, prior to or upon entering into this Permit, it has delivered to the Port Authority evidence of a signed labor peace agreement, in the form attached hereto as Exhibit X, or, in the event Exhibit X is inapplicable, then a signed officer's certification to such effect in the required form provided by the Port Authority.

(c) Employee Retention. If the Permittee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Space (the "Predecessor Concession"), the Permittee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Permittee at the Space. The foregoing requirement shall be subject to the Permittee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Permittee shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space. The Port Authority shall have the right to demand from the Permittee documentation of the name, date of hire, and employment occupation classification of

all employees covered by this provision. In the event the Permittee fails to comply with this provision, the Port Authority have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(d) Applicability of Provision. The provisions of this section shall apply to concession operators which employ ten (10) or more persons at the Space.

15. The Expiration Date of this Permit shall be March 30, 2013; provided, however, that if the term of the letting to the Airline under the Airline Lease is extended beyond March 30, 2013, then the period of permission granted under this Permit shall be the earlier of: (i) the day prior to the expiration date of the term of the letting of the Airline Lease, as extended; or (ii) the 5th anniversary of the Rent Commencement Date for the last of the three locations (i.e., Space 11, 32, and 47A) comprising the Space to open for business. The Airline shall confirm the actual date of the expiration date in a written letter to the Permittee, a copy of which letter shall be delivered contemporaneously to the Port Authority.

For the Port Authority

Initialed:

For the Permittee

For the Airline

Exhibit A

Category "A" Products

Newspapers
Magazines
Periodicals
Paperback books
Candy bars
Bum
Mints
Candies
Pre-packaged snacks
Cigarettes
Cigars
Pipe tobacco
Bottled water
Bottled soda
Bottled juice
Umbrellas
Cameras
Film
Basic camera accessories
Batteries
Suntan lotion
Utility writing pads
Pocket notebooks
Postcards
Greeting cards
Gift wrap
Bows
Ribbons
Travel guides
Maps
Tour books

Category "B" Products

Gifts
Souvenir apparel
Souvenirs
Novelties
Travel related gifts
Children's gifts
Hosiery
Hats
Collectibles
Posters
Prints
Pictures
Art Objects
Pottery
Electronic Items
Premium Candy
Premium Nuts

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

PARADIES-NEWARK, LLC (the "Company") has complied with board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:	FOR THE UNION:
PARADIES-NEWARK, LLC	[Insert Name of Labor Organization]
BY:_____	BY:_____
DATE:_____	DATE:_____

Initialed:

OAC
For the Port Authority

For the Permittee

TE
For the Airline

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

In accordance with regulations of the US Department of Transportation 49 CFR Part 23, the Port Authority has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE) program under which qualified firms may have the opportunity to operate an airport business. The Port Authority has established an ACDBE participation goal, as measured by the total estimated annual gross receipts for the overall concession program. The goal is modified from time to time and posted on the Port Authority's website: www.panynj.gov.

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. The Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint ventures in which ACDBEs control a distinct portion of the joint venture business and/or purchase of goods and services from ACDBEs. In connection with the aforesaid good faith efforts, as to those matters contracted out by the Concessionaire in its performance of this agreement, the Concessionaire shall use, to the maximum extent feasible and consistent with the Concessionaire's exercise of good business judgment including without limit the consideration of cost competitiveness, a good faith effort to meet the Port Authority's goals. Information regarding specific good faith steps can be found in the Port Authority's ACDBE Program located on its above-referenced website. In addition, the Concessionaire shall keep such records as shall enable the Port Authority to comply with its obligations under 49 CFR Part 23 regarding efforts to offer opportunities to ACDBEs.

Qualification as an ACDBE

To qualify as an ACDBE, the firm must meet the definition set forth below and be certified by the New York State or New Jersey Uniform Certification Program (UCP). The New York State UCP directory is available on-line at www.nysucp.net and the New Jersey UCP at www.njucp.net.

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed $47.78 million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of

part 23 is $750,000.

The ACDBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Port Port Authority makes a rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged":

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

" Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the Port Authority, as a certifying partner in the New York State and New Jersey UCPs will determine whether the individual is socially or economically disadvantaged under the criteria established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP directories but which the

Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee or sublessee, the term Concessionaire shall mean the Lessee or Sublessee herein, as the case may be.

Initialed:

For the Port Authority

For the Permittee

For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

PARADIES-NEWARK, LLC (the "Company") has complied with board Resolution "All Airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:	FOR THE UNION:
PARADIES-NEWARK, LLC	UNITE HERE
BY:	BY:
DATE: 12-17-2008	DATE: December 17, 2008

[redacted]

12/4/73 : ANC-152 :

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 Park Avenue South
New York, New York 10003

PRIVILEGE PERMIT

The Port Authority of New York and New Jersey (herein called the "Port Authority") hereby grants to the Permittee hereinafter named the hereinafter described privilege at the Port Authority Facility hereinafter named, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee or fees hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. **FACILITY:** **Newark Liberty International Airport**
2. **PERMITTEE:** DUFRY NEWARK, INC, a company organized under the laws of the State of Delaware.
3. **PERMITTEE'S ADDRESS:** 1160 McLester St. Unit #5, Elizabeth, NewJersey 07201
4. **PERMITTEE'S REPRESENTATIVE:** Jose Gonzalez
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** December 22, 2009
8. **EXPIRATION DATE:** Concourse C-1 and C-2 Spaces: March 30, 2013, subject to Special Endorsement No. 16 of the Permit, and Concourse C-3 Space: April 30, 2017 or the seventh (7th) anniversary of the Rent Commencement Date, unless sooner revoked as provided in Section 1 of the following Terms and Conditions.
9. ENDORSEMENTS: 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 22, 28 and Exhibit X, Schedule G, and Specials

Dated: As of December 22, 2009

Consented and Agreed to by
CONTINENTAL AIRLINES, INC.
As of December 22, 2009

By Kate Gebo

Print Name Kate Gebo

(Title) Vice President Corporate Real Estate

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By [signature]

David Kagan

(Title) Assistant Director
~~Business, Properties & Airport Development~~

DUFRY NEWARK, INC
Permittee

By [signature]

Print Name Joseph G. Shill

(Title) President

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:
[signature]	[signature]

OPC

LLF/NEI

TERMS AND CONDITIONS

1. The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty days' written notice, by the Port Authority or terminated without cause, upon thirty days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four hours' notice if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same).Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

2. The rights granted hereby shall be exercised

(a) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,

(b) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, and employees,

(c) if the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees, or

(d) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees;

and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other person, corporation or legal entity. The Permittee shall not assign

or transfer this Permit or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

4. The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the written approval of the Manager of the Facility. The Port Authority shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

6. (a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Permittee in performing or observing any term or provision of this Permit, or out of the operations of the Permittee, its officers, employees or persons who are doing business with the Permittee arising out of or in connection with the activities permitted hereunder, or arising out of the acts or omissions of the Permittee, its officers or employees at the Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

7. The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations hereunder. The Permittee shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the

Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

(a) The term "Executive Director" shall mean the person or persons from time to-time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee, it shall mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

(b) The terms "Manager of the Facility" or "General Manager of the Facility" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Manager or General Manager (or temporary or Acting Manager or General Manager) of the Facility for the time being, or his duly designated representative or representatives.

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail or certified mail addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly

given if sent by registered mail or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

15. The Permittee agrees to be bound by and comply with the provisions of all endorsements annexed to this Permit at the time of issuance.

16. No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

17. This Permit, including the attached endorsements and exhibits, if any, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof and may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

18. The Permittee hereby waives its right to trial by jury in any action that may hereafter be instituted by the Port Authority against the Permittee in respect of the permission granted hereunder and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

19. Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Permittee shall continue to perform the privilege granted under this Permit, after the expiration, revocation or termination of the effective period of the permission granted under this Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination, and ending on the date that the Permittee shall cease to perform the privilege at the Airport under the Permit, equal to twice the sum of the monthly fee under the Permit. Nothing herein contained shall give, or be deemed to give, the Permittee any right to continue to perform the privilege granted under this Permit at the Airport after the expiration, revocation or termination of the effective period of the permission granted under the Permit. The Permittee acknowledges that the failure of the Permittee to cease to perform the privilege at the Airport from and after the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss. The Permittee hereby assumes the risk

of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

(a) Use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(b) Not divert or cause or allow to be diverted, any business from the Airport;

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anyway connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port

Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

4. Effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event that upon conducting an examination and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefor at the Airport;

(b) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(c) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

As used in the above subsections "service" shall include furnishing of parts, materials and supplies (including sale thereof).

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Permittee of the promises and obligations contained in this Permit is therefore a special consideration and inducement to the issuance of this Permit by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Permit, the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Endorsement in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons, including the United States of America, resulting from the Permittee's noncompliance with any of the provisions of this Endorsement, and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee.

The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Airport, including any Space covered by this Permit, or for the safe and efficient operation of the Airport, including any Space covered by this Permit. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five (5) days before the Permittee shall be required to comply therewith.

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith. .

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

Notwithstanding any other provision of this Permit, the permission hereby granted shall in any event terminate with the expiration or termination of the lease of Newark Liberty International Airport from the City of Newark to the Port Authority under the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex on October 30, 1947 in Book E-110 of Deeds at pages 242, et seq. No greater rights and privileges are hereby granted to Permittee than the Port Authority has power to grant under said agreement as supplemented or amended as aforesaid.

"Newark Liberty International Airport" or "Airport" shall mean the land and premises in the County of Essex and State of New Jersey, which are westerly of the right of way of the Central Railroad of New Jersey and are shown upon the exhibit attached to the said agreement between the City and the Port Authority and marked "Exhibit A", as contained within the limits of a line of crosses appearing on said exhibit and designated "Boundary of terminal area in City of Newark", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

The Port Authority has agreed by a provision in its agreement of lease with the City covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City and of it various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters and the New York Fire Insurance Exchange, or if the Permittee's operations hereunder are in New Jersey, the National Board of Fire Underwriters and The Fire Insurance Rating Organization of N.J., and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Endorsement, any fire insurance, extended coverage or rental insurance rate on the Airport or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

The Permittee shall not do or permit to be done any act which

(a) will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereon, or

(b) will increase the rate of any fire insurance, extended coverage or rental insurance on the Airport or any part thereof or upon the contents of any building thereon, or

(c) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or

(d) may cause or produce upon the Airport any unusual, noxious or objectionable smokes, gases, vapors or odors, or

(e) may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Airport, or

(f) shall constitute a nuisance in or on the Airport or which may result in the creation, commission or maintenance of a nuisance in or on the Airport.

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

If any type of strike or other labor activity is directed against the Permittee at the Facility or against any operations pursuant to this Permit resulting in picketing or boycott for a period of at least forty-eight (48) hours, which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Facility or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this Permit, effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

SPECIAL ENDORSMENTS

1. (a) By agreement of lease, dated as of January 11, 1985 bearing Port Authority file No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease") the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of December 22, 2009 (hereinafter called the "Sublease"), under which the Permittee has agreed to operate certain consumer services in locations the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate at the Terminal a first-class retail concessions providing for the sale at retail of duty free items (to international flight customers) and duty paid items (to domestic flight customers) as follows: perfumes, cosmetics, branded alcohol and spirits, tobacco products and confections , and such other related products as may be consented to in advance by the Airline and the Port Authority and for no other purpose whatsoever.

(c) The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefore, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

(d) The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information)), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods

thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record- keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

SPECIAL ENDORSMENTS

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Annual Exemption Amount" shall mean the sum of Eight Hundred Thousand Dollars and No Cents ($800,000.00) as the same may be reduced by the operation of the proration provisions hereof and as the same may be adjusted pursuant to the Sublease. The Monthly Exemption Amount shall equal one-twelfth of the Annual Exemption Amount.

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of Fifteen Million One Hundred Ninety-two Thousand Dollars and No Cents ($15,192,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of One Million Two Hundred Sixty-six Thousand Dollars and No Cents ($1,266,000.00), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit. If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Enplanements, pursuant to the terms of the Sublease.

(ii) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(iii) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share

(whether of Guaranteed Rent, percentage rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable)) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) "Percentage Rent" shall mean the following: (i) 29.5% of all gross receipts up to Fifty-one Million Five Hundred Thousand Dollars and No Cents ($51,500,000.00), (ii) 30.5% of all gross receipts in excess of Fifty-one Million Five Hundred Thousand Dollars and No Cents ($51,500,000.00), and (iii) 31.5% of all gross receipts in excess of Fifty-six Million Seven Hundred Eighty Thousand Dollars and No Cents ($56,780,000.00).

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage(s) stated in paragraph (c) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentages applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentage(s) set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable Monthly Exemption Amount, established for the monthly period, or (B) the applicable percentages set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Annual Exemption Amount, established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable Monthly Exemption Amounts, and with respect to statements for

annual periods, an amount equal to the PA Share of the excess, over the applicable Annual Exemption Amount, less the total of all percentage rent payments previously made for such annual period. At any time that the Monthly Exemption Amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated Annual Exemption Amount(s) established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

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3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) For Concourse C-1 and C-2 Spaces: April 14, 2010, for the Concourse C-3 Space: April 18, 2010,

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section I of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

"Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same). Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder

which shall have accrued on or prior to the effective date of revocation or termination."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

"If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefore within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(e) Paragraph (a) of Section 6 of the foregoing Terms and Conditions shall be deemed deleted in its entirety and the following new paragraph (a) shall be substituted in lieu thereof:

"(a) Without in any manner affecting the obligations of the Airline under the Airline Lease and under this Permit, and notwithstanding the terms and conditions of the Sublease, the Permittee shall make repairs and replacements in, at or about the Space as if it were the Airline under the Airline Lease. In addition, the Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, and the City of New York, from and against (and shall reimburse the Port Authority for its costs and expenses including attorneys' fees and other legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of

any term or provision of this Permit by the Permittee or out of its operations under the Sublease or at the Space or out of the use or occupancy of the Space by the Permittee or others with its consent, or out of any other acts or omissions of the Permittee, its officers, employees, agents, representatives, contractors, members (in their capacity as members of the Permittee if it is a limited liability entity), managers (in their capacity as managers of the Permittee if it is a limited liability entity), partners (if Permittee is a partnership), customers, invitees and other persons who are doing business with the Permittee or who are at the Space or the Terminal with the consent of the Permittee, or out of any other acts or omissions of the Permittee, its officers and employees at the Airport including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Airline Lease) whereby the Port Authority has agreed to indemnify the City of New York against claims. However, all acts and omissions of the Permittee shall be deemed to be acts and omissions of the Airline under the Airline Lease and the Airline shall also be severally responsible therefore, including but not limited to the obligations of indemnification, repair and replacement."

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

"In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(h) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

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(i) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

(ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".

(iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(j) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

(k) Notwithstanding the provisions of Standard Endorsement 21.1 annexed to this Permit, the Port Authority (as well as the Airline and the Manager) shall be named as an additional insured in any policy of liability insurance required by the provisions of this Permit and each such policy of insurance so required shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(l) The policies referred to in Standard Endorsement 21.1 shall provide or contain an endorsement providing that:

(i) the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority, and

(ii) the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Permittee shall be the same as the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person as if the Port Authority were the named insured thereunder,

but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

(m) Without limiting the generality of the provisions of Standard Endorsement 23.1, the Permittee agrees that notwithstanding the sum stated to be the security deposit to be delivered to the Port Authority upon execution of this Permit, the security amount required hereunder shall at all times during the period of permission be an amount equal to at least three (3) months' Guaranteed Rent in cash or bonds (as described in said Standard Endorsement) or at least twelve (12) months' Guaranteed Rent in the form of a clean irrevocable letter of credit satisfactory to the Port Authority and, accordingly, such amount may change from time to time by notice to the Permittee during such period.

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

5. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

6. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific

mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such

storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

(g) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, not unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(2) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(3) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to an assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

7. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

8. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

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9. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of an payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

10. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

11. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority , and payable in the Port of New York District in the amount of Two Million Five Hundred Thousand Dollars and No Cents ($2,500,000.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security hereunder. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any

such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made in accordance with the provisions of this Permit. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to constitute a waiver of any default by the Permittee under the terms of this Permit and all remedies of the Port Authority consequent upon such default shall not be affected by the existence of any recourse to any such letter of credit.

(b) The Permittee hereby certifies that its Federal Tax Identification Number is
(Ex. 1) for the purposes of this Special Endorsement.

(c) The Permittee acknowledges and agrees that the Port Authority reserves the right, at its sole discretion, to adjust at any time and from time to time upon fifteen (15) days notice to the Permittee, the security deposit amount as set forth in paragraph (a). Not later than the effective date set forth in said notice the Permittee shall deposit with the Port Authority the new security deposit amount as set forth in and in such form as requested by said notice which new amount (including without limitation an amendment to or a replacement of the letter of credit) shall thereafter constitute the security deposit subject to this Special Endorsement.

12. The Permittee in its own name as insured and including the Port Authority as an additional insured, shall maintain and pay the premiums during the effective period of the Permit on a policy or policies of Commercial General Liability Insurance, including premises-operations and products-completed operations and covering bodily-injury liability, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limit set forth below:

	Minimum Limits
Commercial General Liability Insurance	
Combined single limit per occurrence for death, bodily injury and property damage liability:	$2,000,000.00

In the event the Permittee maintains the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured, except for the Workers' Compensation

and Employers Liability Insurance policies, to the full extent of all such insurance in accordance with all terms and provisions of the Permit, including without limitation this Insurance Schedule.

(b) Each policy of insurance, except for the Workers' Compensation and Employers Liability Insurance policies, shall also contain an ISO standard "separation of insureds" clause or a cross liability endorsement providing that the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority and any claim or action against the Port Authority by the Permittee, as if the Port Authority were the named insured thereunder, but such clause or endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured. Each policy of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Permittee under Section 7 of the Terms and Conditions of the Permit.

(c) All insurance coverages and policies required under this Insurance Schedule may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the period of permission under the Permit. The Port Authority may, at any such time, require additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required and the Permittee shall promptly comply therewith.

(d) Each policy must be specifically endorsed to provide that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each policy shall contain a provision or endorsement that the insurer "shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority." The foregoing provisions or endorsements shall be recited in each policy or certificate to be delivered pursuant to the following paragraph (e).

(e) A certified copy of each policy or a certificate or certificates of insurance evidencing the existence thereof, or binders, shall be delivered to the Port Authority upon execution and delivery of the Permit by the Permittee to the Port Authority. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate of insurance. Any renewal policy shall be evidenced by a renewal certificate of insurance delivered to the Port Authority at least thirty (30) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the Permit. The aforesaid insurance shall be written by a company or companies approved by the Port Authority. If at any time any insurance policy shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policy shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each policy shall be delivered to or made available for inspection by the Port Authority.

(f) The foregoing insurance requirements shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Permittee under the Permit. The foregoing insurance requirements shall not constitute a representation or warranty as to the adequacy of the required coverage to protect the Permittee with respect to the obligations imposed on the Permittee by the Permit or any other agreement or by law.

13. The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement or any management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23. The Permittee agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreement. Further, the Permittee agrees to comply with the terms and provisions of Schedule G, attached hereto and hereto made a part hereof.

14. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under this Permit, the Permittee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Permittee recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Permittee shall immediately give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all impending or existing labor-related disruptions and the progress thereof.

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Permittee at the Terminal, or against its operations thereat pursuant to this Permit, which in the opinion of the Port Authority (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(b) Labor peace agreement. The Permittee represents that, prior to or upon entering into this Supplemental Agreement, it has delivered to the Port Authority evidence of a signed labor peace agreement, in the form attached hereto as Exhibit X or, in the event Exhibit X is inapplicable, then a signed officer's certification to such effect in the required form provided by the Port Authority.

(c) Employee Retention. If the Permittee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Space (the "Predecessor Concession"), the Permittee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Permittee at the Space. The foregoing requirement shall be subject to the Permittee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Permitte shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space. The Port Authority shall have the right to demand from the Permittee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision. In the event the Permittee fails to comply with this provision, the Port Authority have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(d) Applicability of Provision. The provisions of this section shall apply to concession operators which employ ten (10) or more persons at the Space.

15. In the event that upon conducting an examination and audit the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge(s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority to payment of any late charge(s) or other service charge(s) payable under the provisions of this paragraph with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid hereunder. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to terminate this Permit; or (ii) any obligations of the Airline under this Permit.

SPECIAL ENDORSMENTS

16. The Expiration Date of this Permit shall be (a) Concourse C-1 and C-2 Spaces: March 30, 2013; provided, however, that if the term of the letting of Concourses C-1 and C-2 to the Airline under the Airline Lease is extended beyond March 30, 2013, then the period of permission granted under this Permit shall be the earlier of: (i) the day prior to the expiration date of the term of the letting of Concourses C-1 and C-2, as extended; or (ii) the seventh (7th) anniversary of the Rent Commencement Date. (b) Concourse C-3 Space: April 30, 2017 or the seventh (7th) anniversary of the Rent Commencement Date. The Airline shall confirm the actual date of the expiration date in a written letter to the Permittee, a copy of which letter shall be delivered contemporaneously to the Port Authority.

For the Port Authority

Initialed:

For the Permittee

For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

Dufry Newark, Inc. (the "Company") has complied with Board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:	FOR THE UNION:
DUFRY NEWARK, INC.	[Insert Name of Labor Organization]
BY:_____	BY:_____
DATE:_____	DATE:_____

SCHEDULE G

Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation

In accordance with regulations of the US Department of Transportation 49 CFR Part 23, the Port Authority has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE) program under which qualified firms may have the opportunity to operate an airport business. The Port Authority has established an ACDBE participation goal, as measured by the total estimated annual gross receipts for the overall concession program. The goal is modified from time to time and posted on the Port Authority's website: www.panynj.gov.

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. The Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint ventures in which ACDBEs control a distinct portion of the joint venture business and/or purchase of goods and services from ACDBEs. In connection with the aforesaid good faith efforts, as to those matters contracted out by the Concessionaire in its performance of this agreement, the Concessionaire shall use, to the maximum extent feasible and consistent with the Concessionaire's exercise of good business judgment including without limit the consideration of cost competitiveness, a good faith effort to meet the Port Authority's goals. Information regarding specific good faith steps can be found in the Port Authority's ACDBE Program located on its above-referenced website. In addition, the Concessionaire shall keep such records as shall enable the Port Authority to comply with its obligations under 49 CFR Part 23 regarding efforts to offer opportunities to ACDBEs.

Qualification as an ACDBE

To qualify as an ACDBE, the firm must meet the definition set forth below and be certified by the New York State or New Jersey Uniform Certification Program (UCP). The New York State UCP directory is available on-line at www.nysucp.net and the New Jersey UCP at www.njucp.net.

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed $47.78 million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged

individuals who own it. The personal net worth standard used in determining eligibility for purposes of part 23 is $750,000.

The ACDBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Port Authority makes a rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged":

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the Port Authority, as a certifying partner in the New York State and New Jersey UCPs will determine whether the individual is socially or economically disadvantaged under the criteria

established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP directories but which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee, the term Concessionaire shall mean the Lessee herein.

Initialed:

OAC
For the Port Authority

For the Permittee

KG
For the Airline

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

[Insert Name of Tenant's Company] (the "Company") has complied with board Resolution "All Airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:

Dufry Newark

BY: [signature]

DATE: 12/9/2008

FOR THE UNION:

[Insert Name of Labor Organization]

BY: [signature] Stephen Pappas, III

DATE: 12-15-08

Airport, Racetrack + Allied Workers JT Bd.

Form F - Privilege, All Facilitie
12/4/73

For Port Authority Use Only :
ANB-880

AVIATION DEPT.
FILE COPY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 Park Avenue South
New York, New York 10003

PRIVILEGE PERMIT

The Port Authority of New York and New Jersey (herein called the "Port Authority") hereby grants to the Permittee hereinafter named the hereinafter described privilege at the Port Authority Facility hereinafter named, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee or fees hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. **FACILITY: Newark Liberty International Airport**
2. **PERMITTEE:** FAMIGLIA EWR C-2, L.L.C., a limited liability company organized under the laws of the State of New Jersey.
3. **PERMITTEE'S ADDRESS:** 199 Main Street, 8th floor
   White Plains, New York 10601
4. **PERMITTEE'S REPRESENTATIVE:** Giorgio ~~Kolag~~ Kolaj
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** May 9, 2008
8. **EXPIRATION DATE:** March 30, 2013, subject to Special Endorsement No. 15 of the Permit, unless sooner revoked as provided in Section 1 of the following Terms and Conditions.
9. **ENDORSEMENTS: 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 21.1, 22, 28 and SPECIAL**

Dated: As of May 9, 2008

Consented and Agreed to by
CONTINENTIAL AIRLINES, INC.
As of May 9, 2008

By _____

Print Name Toby Enqvist Emp. #96158

(Title) Staff Vice President
Global Real Estate
Continental Airlines, Inc

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____ for Lysa Scully

(Title) Lysa C. Scully
Assistant Director
Customer, Concessions & Airport Services

FAMIGLIA EWR C-2, L.L.C.
Permittee

By _____

Print Name Paul Kolaj

(Title) Member

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:

TERMS AND CONDITIONS

1. The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty days' written notice, by the Port Authority or terminated without cause, upon thirty days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four hours' notice if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same).Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

2. The rights granted hereby shall be exercised

(a) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,

(b) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, and employees,

(c) if the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees, or

(d) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees;

and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other person, corporation or legal entity. The Permittee shall not assign or transfer this Permit or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

4. The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the written approval of the Manager of the Facility. The Port Authority shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

6. (a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Permittee in performing or observing any term or provision of this Permit, or out of the operations of the Permittee, its officers, employees or persons who are doing business with the Permittee arising out of or in connection with the activities permitted

hereunder, or arising out of the acts or omissions of the Permittee, its officers or employees at the Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

7. The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations hereunder. The Permittee shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair

competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

(a) The term "Executive Director" shall mean the person or persons from time to-time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee, it shall mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

(b) The terms "Manager of the Facility" or "General Manager of the Facility" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Manager or General Manager (or temporary or Acting Manager or General Manager) of the Facility for the time being, or his duly designated representative or representatives.

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail or certified mail addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

15. The Permittee agrees to be bound by and comply with the provisions of all endorsements annexed to this Permit at the time of issuance.

16. No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

17. This Permit, including the attached endorsements and exhibits, if any, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof and may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

18. The Permittee hereby waives its right to trial by jury in any action that may hereafter be instituted by the Port Authority against the Permittee in respect of the permission granted hereunder and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

19. Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Permittee shall continue to perform the privilege granted under this Permit, after the expiration, revocation or termination of the effective period of the permission granted under this Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Permit or other remedies the Port Authority may have by law or otherwise, the

Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination, and ending on the date that the Permittee shall cease to perform the privilege at the Airport under the Permit, equal to twice the sum of the monthly fee under the Permit. Nothing herein contained shall give, or be deemed to give, the Permittee any right to continue to perform the privilege granted under this Permit at the Airport after the expiration, revocation or termination of the effective period of the permission granted under the Permit. The Permittee acknowledges that the failure of the Permittee to cease to perform the privilege at the Airport from and after the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss. The Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

(a) Use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(b) Not divert or cause or allow to be diverted, any business from the Airport;

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anyway connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of

such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

4. Effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event that upon conducting an examination and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefor at the Airport;

(b) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(c) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

As used in the above subsections "service" shall include furnishing of parts, materials and supplies (including sale thereof).

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Permittee of the promises and obligations contained in this Permit is therefore a special consideration and inducement to the issuance of this Permit by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Permit, the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Endorsement in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons, including the United States of America, resulting from the Permittee's noncompliance with any of the provisions of this Endorsement, and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material

may be placed therein; said receptacles being provided and maintained by the Permittee. The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Airport, including any Space covered by this Permit, or for the safe and efficient operation of the Airport, including any Space covered by this Permit. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five (5) days before the Permittee shall be required to comply therewith.

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

Notwithstanding any other provision of this Permit, the permission hereby granted shall in any event terminate with the expiration or termination of the lease of Newark Liberty International Airport from the City of Newark to the Port Authority under the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex on October 30, 1947 in Book E-110 of Deeds at pages 242, et seq. No greater rights and privileges are hereby granted to Permittee than the Port Authority has power to grant under said agreement as supplemented or amended as aforesaid.

"Newark Liberty International Airport" or "Airport" shall mean the land and premises in the County of Essex and State of New Jersey, which are westerly of the right of way of the Central Railroad of New Jersey and are shown upon the exhibit attached to the said agreement between the City and the Port Authority and marked "Exhibit A", as contained within the limits of a line of crosses appearing on said exhibit and designated "Boundary of terminal area in City of Newark", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

The Port Authority has agreed by a provision in its agreement of lease with the City covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City and of it various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

(1) The Permittee in its own name as assured shall secure and pay the premium or premiums for such of the following policies of insurance with respect to which minimum limits are fixed in the schedule below. Each such policy shall be maintained in at least the limit fixed with respect thereto, shall cover the operations of the Permittee under this Permit, and shall be effective throughout the effective period:

SCHEDULE

	Policy	Minimum Limit
(a)	Commercial general liability insurance (to include contractual liability endorsement)	
	(1) Bodily-injury liability:	
	For injury or wrongful death to one person:	$2,000,000.00
	For injury or wrongful death to more than one person in any one occurrence:	$2,000,000.00
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$2,000,000.00
	(3) Products liability:	$2,000,000.00
	(4) Liquor Liability:	$2,000,000.00
(b)	Automotive liability insurance:	
	(1) Bodily-injury liability	
	For injury or wrongful death to one person:	$
	For injury or wrongful death to more than one person in any one occurrence:	$
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$
(c)	Plate and mirror glass insurance, covering all plate and mirror glass in the premises, and the lettering, signs, or decorations, if any, on such plate and mirror glass:	$
(d)	Boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$
(e)	"Additional Interest" policy of boiler and machinery	

insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space: $

(2) The Port Authority shall be named as an additional insured in any policy of liability insurance required by this Endorsement, unless the Port Authority shall, at any time during the effective period of this Permit, direct otherwise in writing, in which case the Permittee shall cause the Port Authority not to be so named.

(3) Every policy of insurance on property other than that of the Permittee required by this Endorsement shall name the Port Authority as the owner of property, unless the Space is located in an area as to which the Port Authority is itself a lessee, in which case the Port Authority shall be named as the lessee and the owner shall be named as the owner, and the policy shall be endorsed substantially as follows:

> "Loss, if any, under this policy, as to the interest of the owner and as to the interest of the Port Authority of New York and New Jersey, shall be adjusted solely with the Port Authority, and all proceeds under this policy shall be paid solely to the Port Authority."

(4) The "Additional Interest" policy of boiler and machinery insurance required by this Endorsement shall provide protection under Sections 1 and 2 only of the Insuring Agreements of the form of policy approved for use as of the date hereof by the National Bureau of Casualty Underwriters, New York, New York.

(5) As to any insurance required by this Endorsement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority within ten (10) days after the execution of this Permit. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving ten (10) days' written notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, of if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

(6) Each policy of insurance required by this Endorsement shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters and the New York Fire Insurance Exchange, or if the Permittee's operations hereunder are in New Jersey, the National Board of Fire Underwriters and The Fire Insurance Rating Organization of N.J., and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Endorsement, any fire insurance, extended coverage or rental insurance rate on the Airport or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

The Permittee shall not do or permit to be done any act which

(a) will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereon, or

(b) will increase the rate of any fire insurance, extended coverage or rental insurance on the Airport or any part thereof or upon the contents of any building thereon, or

(c) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or

(d) may cause or produce upon the Airport any unusual, noxious or objectionable smokes, gases, vapors or odors, or

(e) may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Airport, or

(f) shall constitute a nuisance in or on the Airport or which may result in the creation, commission or maintenance of a nuisance in or on the Airport.

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

If any type of strike or other labor activity is directed against the Permittee at the Facility or against any operations pursuant to this Permit resulting in picketing or boycott for a period of at least forty-eight (48) hours, which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Facility or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this Permit, effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

SPECIAL ENDORSMENTS

1. (a) By agreement of lease, dated as of January 11, 1985 bearing Port Authority file No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease") the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of May 9, 2008 (hereinafter called the "Sublease"), under which the Permittee has agreed to operate certain consumer services in locations the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate at the Terminal a first-class food and beverage concession, under the trade name "Famous Famiglia", offering pizza by the slice and whole pies, pasta, Italian hero and deli sandwiches, non-alcoholic beverages and alcoholic beverages to include

beer and wine; and such other related products as may be consented to in advance by the Airline and the Port Authority and for no other purpose whatsoever.

(c) The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

(d) The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information)), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift

certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record- keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Annual Exemption Amount" shall mean the sum of One Million Four Hundred Seventy-five Thousand Dollars and No Cents ($1,475,000.00) as the same may be reduced by the operation of the proration provisions hereof and as the same may be adjusted pursuant to the Sublease. The Monthly Exemption Amount shall equal one-twelfth of the Annual Exemption Amount.

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of Two Hundred and Ninety-five Thousand Dollars and No Cents ($295,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Twenty-four Thousand Five Hundred Eighty-three Dollars and Thirty-three Cents ($24,583.33), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit. If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Enplanements, pursuant to the terms of the Sublease.

(ii) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed

Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(iii) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable)) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority a monthly percentage rent equivalent to the PA Share equal to twenty percent (20%) of all gross receipts of the Permittee in excess of the Monthly Exemption Amount arising during the effective period of permission hereunder.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage(s) stated in paragraph (c) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentages applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentage(s) set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the

report is made are in excess of the applicable Monthly Exemption Amount, established for the monthly period, or (B) the applicable percentages set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Annual Exemption Amount, established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable Monthly Exemption Amounts, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Annual Exemption Amount, less the total of all percentage rent payments previously made for such annual period. At any time that the Monthly Exemption Amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated Annual Exemption Amount(s) established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

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(f) The Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) April 11, 2009,

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. The Permittee shall be required to make a minimum initial capital investment (excluding furniture, fixtures and equipment) to ready the Space for initial occupancy and operations in an amount equal to Two Hundred Dollars ($200) per square foot. Nothing herein shall reduce the Permittee's obligations to comply with the Port Authority's Tenant Alteration and Application process and the Airline's design specifications and standards, nor reduce any obligation of the Permittee under the Sublease to maintain, improve or refurbish the Space during the term of the subletting.

5. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

"Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the

shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same). Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

"If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

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(e) Paragraph (a) of Section 6 of the foregoing Terms and Conditions shall be deemed deleted in its entirety and the following new paragraph (a) shall be substituted in lieu thereof:

> "(a) Without in any manner affecting the obligations of the Airline under the Airline Lease and under this Permit, and notwithstanding the terms and conditions of the Sublease, the Permittee shall make repairs and replacements in, at or about the Space as if it were the Airline under the Airline Lease. In addition, the Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, and the City of New York, from and against (and shall reimburse the Port Authority for its costs and expenses including attorneys' fees and other legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Permit by the Permittee or out of its operations under the Sublease or at the Space or out of the use or occupancy of the Space by the Permittee or others with its consent, or out of any other acts or omissions of the Permittee, its officers, employees, agents, representatives, contractors, members (in their capacity as members of the Permittee if it is a limited liability entity), managers (in their capacity as managers of the Permittee if it is a limited liability entity), partners (if Permittee is a partnership), customers, invitees and other persons who are doing business with the Permittee or who are at the Space or the Terminal with the consent of the Permittee, or out of any other acts or omissions of the Permittee, its officers and employees at the Airport including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Airline Lease) whereby the Port Authority has agreed to indemnify the City of New York against claims. However, all acts and omissions of the Permittee shall be deemed to be acts and omissions of the Airline under the Airline Lease and the Airline shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement."

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

"In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(h) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(i) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

(ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".

(iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(j) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

(k) Notwithstanding the provisions of Standard Endorsement 21.1 annexed to this Permit, the Port Authority (as well as the Airline and the Manager) shall be named as an additional insured in any policy of liability insurance required by the provisions of this Permit and each such policy of insurance so required shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees,

the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(l) The policies referred to in Standard Endorsement 21.1 shall provide or contain an endorsement providing that:

(i) the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority, and

(ii) the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Permittee shall be the same as the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person as if the Port Authority were the named insured thereunder,

but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

(m) Without limiting the generality of the provisions of Standard Endorsement 23.1, the Permittee agrees that notwithstanding the sum stated to be the security deposit to be delivered to the Port Authority upon execution of this Permit, the security amount required hereunder shall at all times during the period of permission be an amount equal to at least three (3) months' Guaranteed Rent in cash or bonds (as described in said Standard Endorsement) or at least twelve (12) months' Guaranteed Rent in the form of a clean irrevocable letter of credit satisfactory to the Port Authority and, accordingly, such amount may change from time to time by notice to the Permittee during such period.

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

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7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

(g) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, not unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(2) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(3) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to an assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port

Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of an payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the

terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority , and payable in the Port of New York District in the amount of One Hundred Fifty Thousand Dollars and No Cents ($150,000.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security hereunder. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made in accordance with the provisions of this Permit. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to constitute a waiver of any default by the Permittee under the terms of this Permit and all remedies of the Port Authority consequent upon such default shall not be affected by the existence of any recourse to any such letter of credit.

(b) The Permittee hereby certifies that its Federal Tax Identification Number is (Ex. 1) for the purposes of this Special Endorsement.

(c) The Permittee acknowledges and agrees that the Port Authority reserves the right, at its sole discretion, to adjust at any time and from time to time upon fifteen (15) days

notice to the Permittee, the security deposit amount as set forth in paragraph (a). Not later than the effective date set forth in said notice the Permittee shall deposit with the Port Authority the new security deposit amount as set forth in and in such form as requested by said notice which new amount (including without limitation an amendment to or a replacement of the letter of credit) shall thereafter constitute the security deposit subject to this Special Endorsement.

13. The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement or any management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23. The Permittee agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreement. Further, the Permittee agrees to comply with the terms and provisions of Schedule G, attached hereto and hereto made a part hereof.

14. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under this Permit, the Permittee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Permittee recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Permittee shall immediately give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all impending or existing labor-related disruptions and the progress thereof.

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Permittee at the Terminal, or against its operations thereat pursuant to this Permit, which in the opinion of the Port Authority (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(b) Labor peace agreement. The Permittee represents that, prior to or upon entering into this Supplemental Agreement, it has delivered to the Port Authority evidence of a signed labor peace agreement, in the form attached hereto as Exhibit X or, in the event Exhibit X is inapplicable, then a signed officer's certification to such effect in the required form provided by the Port Authority.

(c) Employee Retention. If the Permittee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Space (the "Predecessor Concession"), the Permittee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Permittee at the Space. The foregoing requirement shall be subject to the Permittee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Permitte shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space. The Port Authority shall have the right to demand from the Permittee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision. In the event the Permittee fails to comply with this provision, the Port Authority have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(d) Applicability of Provision. The provisions of this section shall apply to concession operators which employ ten (10) or more persons at the Space.

15. The Expiration Date of this Permit shall be March 30, 2013; provided, however, that if the term of the letting to the Airline under the Airline Lease is extended beyond March 30, 2013, then the period of permission granted under this Permit shall be the earlier of: (i) the day prior to the expiration date of the term of the letting of the Airline Lease, as extended; or (ii) the 7th anniversary of the Rent Commencement Date. The Airline shall confirm the actual date of the expiration date in a written letter to the Permittee, a copy of which letter shall be delivered contemporaneously to the Port Authority.

OAC
For the Port Authority

Initialed:

For the Permittee

For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

Famiglia EWR C-2, LLC (the "Company") has complied with board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:

Famiglia EWR C-2, LLC

By: _____

Print Name: Paul Kolaj

Date: 7-22-09

FOR THE UNION:

Unite Here International

By: _____

Print Name: Blake Harwell

Date: July 22, 2009

LOCAL 37, Affiliated with the AIRPORT, RACETRACK AND ALLIED WORKERS JOINT BOARD

By: _____ Manager

Richard Rumelt

Date: 7-22-09

LOCAL 37, Affiliated with the AIRPORT, RACETRACK AND ALLIED WORKERS JOINT BOARD

By: _____

Manager. Stephani Papagelis

Date: 7-22-09

SCHEDULE G

Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation

In accordance with regulations of the US Department of Transportation 49 CFR Part 23, the Port Authority has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE) program under which qualified firms may have the opportunity to operate an airport business. The Port Authority has established an ACDBE participation goal, as measured by the total estimated annual gross receipts for the overall concession program. The goal is modified from time to time and posted on the Port Authority's website: www.panynj.gov.

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. The Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint ventures in which ACDBEs control a distinct portion of the joint venture business and/or purchase of goods and services from ACDBEs. In connection with the aforesaid good faith efforts, as to those matters contracted out by the Concessionaire in its performance of this agreement, the Concessionaire shall use, to the maximum extent feasible and consistent with the Concessionaire's exercise of good business judgment including without limit the consideration of cost competitiveness, a good faith effort to meet the Port Authority's goals. Information regarding specific good faith steps can be found in the Port Authority's ACDBE Program located on its above-referenced website. In addition, the Concessionaire shall keep such records as shall enable the Port Authority to comply with its obligations under 49 CFR Part 23 regarding efforts to offer opportunities to ACDBEs.

Qualification as an ACDBE

To qualify as an ACDBE, the firm must meet the definition set forth below and be certified by the New York State or New Jersey Uniform Certification Program (UCP). The New York State UCP directory is available on-line at www.nysucp.net and the New Jersey UCP at www.njucp.net.

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed $47.78 million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily

business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of part 23 is $750,000.

The ACDBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Port Authority makes a rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged":

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the Port Authority, as a certifying partner in the New York State and New Jersey UCPs will

determine whether the individual is socially or economically disadvantaged under the criteria established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP directories but which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee, the term Concessionaire shall mean the Lessee herein.

OAC

For the Port Authority

Initialed:

For the Permittee

TC

For the Airline

Form F - Privilege, All Facilities
12/4/73

:For Port Authority Use Only :
:
:ANB- 238 :

AVIATION DEPT.
FILE COPY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
One World Trade Center
New York, New York 10048

PRIVILEGE PERMIT

The Port Authority of New York and New Jersey (herein called "the Port Authority") hereby grants to the Permittee hereinafter named the hereinafter described privilege at the Port Authority Facility hereinafter named, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee or fees hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. **FACILITY:** **Newark International Airport**

2 **PERMITTEE:** **Famiglia 107 Newark Corp.**, d/b/a Famous Famiglia, a New Jersey corporation

3. **PERMITTEE'S ADDRESS:** 1650 Broadway, 12th Floor, New York, NY 10019

4. **PERMITTEE'S REPRESENTATIVE:** Mr. Paul Kolaj

5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 herein

6. **FEES:** As set forth in Special Endorsement No. 2 herein

7. **EFFECTIVE DATE:** March 7, 2001

8. **EXPIRATION DATE:** May 31, 2006, unless sooner revoked as provided in this Permit

9. **ENDORSEMENTS: 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 21.1, 23.1, 28 and SPECIAL**

Dated: As of March 7, 2001

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: _____
FRANCIS A. DIMOLA

(Title): ASSISTANT DIRECTOR
AVIATION DEPT.

FAMIGLIA 107 NEWARK CORP.

By: _____
PAUL KOLAJ

(Title): President

CONSENTED AND AGREED TO
BY CONTINENTAL AIRLINES, INC.

By: _____
Holden Shannon
Vice President
Corporate Real Estate
& Environmental Affairs

(Title): President

CONSENTED AND AGREED TO WITH RESPECT TO SPECIAL ENDORSEMENT NO. 13 OF THIS PERMIT, AS GUARANTOR

FAMIGLIA INTERNATIONAL, INC., Guarantor
a New York corporation

By: _____
PAUL KOLAJ

(Title): President

APPROVED:
FORM | TERMS

TERMS AND CONDITIONS

1. The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition hereof, it may be revoked at any time by the Port Authority, with or without cause, and with or without prior notice. Unless sooner revoked, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

2. The rights granted hereby shall be exercised

(a) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,

(b) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, and employees,

(c) if the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees, or

(d) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees;

and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other person, corporation or legal entity. The Permittee shall not assign or transfer this Permit or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

4. The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and the employees shall wear appropriate

uniforms. The badges, means of identification and uniforms shall be subject to the written approval of the Manager of the Facility. The Port Authority shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility beyond a reasonable loading or discharging time, except in regular parking areas and upon payment of the regular charges therefor.

6. The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any of the operations, acts or omissions of the Permittee hereunder; this indemnity shall extend to and include the contractual obligation of indemnity, if any, undertaken by the Port Authority in favor of the lessor, if any, of the Facility.

7. The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations hereunder. The Permittee shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration of the permission hereby granted. In the event of revocation, the Permittee shall have two days, exclusive of Saturdays, Sundays and legal holidays (as determined by the laws of the State of New Jersey or of the State of New York, as the case may require), after the effective date of revocation, in which to remove such property.

If the Permittee shall so fail to remove such property upon the expiration or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and

storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

(a) The term "Executive Director" shall mean the person or persons from time to-time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the

Permittee, it shall mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

(b) The terms "Manager of the Facility" or "General Manager of the Facility" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Manager or General Manager (or temporary or Acting Manager or Acting General Manager) of the Facility for the time being, or his duly designated representative or representatives.

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail-addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail addressed to the Executive Director of the Port Authority at One World Trade Center, New York, New York 10048, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

15. The Permittee agrees to be bound by and comply with the provisions of all endorsements annexed to the Permit at the time of issuance.

16. Neither the Commissioners of the Port Authority nor any officer, agent or employee thereof, shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

17. This Permit, including the attached endorsements and exhibits, if any, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof and may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

(a) Use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(b) Not divert or cause or allow to be diverted, any business from the Airport;

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anywise connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

STANDARD ENDORSEMENT NO. 4.1
MERCHANDISE AND/OR SERVICES
All Airports
7/21/49

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

STANDARD ENDORSEMENT NO. 6.1
All Installations
3/28/49

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority/s rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefore at the Airport;

(b) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(c) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

As used in the above subsections "service" shall include furnishing of parts, materials and supplies (including sale thereof).

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Permittee of the promises and obligations contained in this Permit is therefore a special consideration and inducement to the issuance of this Permit by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Permit, the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Endorsement in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons including the United States of America resulting from the Permittee's noncompliance with any of the provisions of this Endorsement and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee. The receptacles shall be kept covered except when filling or emptying the same. The

Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Airport including any Space covered by this Permit, or for the safe and efficient operation of the Airport including any Space covered by this Permit. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five days before the Permittee shall be required to comply therewith.

The Permittee shall provide and its employees shall wear carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

STANDARD ENDORSEMENT NO. 16.1
RULES & REGULATIONS COMPLIANCE
Airports
06/29/62

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

Notwithstanding any other provision of this Permit, the permission hereby granted shall in any event terminate with the expiration or termination of the lease of Newark International Airport from the City of Newark to the Port Authority under the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex on October 30, 1947 in Book E-110 of Deeds at pages 242, et seq. No greater rights and privileges are hereby granted to Permittee than the Port Authority has power to grant under said agreement as supplemented or amended as aforesaid.

"Newark International Airport" or "Airport" shall mean the land and premises in the County of Essex and State of New Jersey, which are westerly of the right of way of the Central Railroad of New Jersey and are shown upon the exhibit attached to the said agreement between the City and the Port Authority and marked "Exhibit A", as contained within the limits of a line of crosses appearing on said exhibit and designated "Boundary of terminal area in City of Newark", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

The Port Authority has agreed by a provision in its agreement of lease with the City covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City and of it various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

STANDARD ENDORSEMENT NO. 19.3
PARTICULAR FACILITY
Newark International Airport
03/15/74

(a) The Permittee in its own name as insured shall secure and pay the premium or premiums for such of the following policies of insurance affording those coverages as to which minimum limits are fixed in the schedule set forth below. Each such policy shall be maintained in at least the limit fixed with respect thereto, shall cover the operations of the Permittee under this Permit, and shall be effective throughout the term of the letting.

SCHEDULE

	Policy	Minimum Limit
(1)	Comprehensive general liability insurance (to include contractual liability endorsement)including premises operations and completed operations	
	(i) Bodily-injury liability:	
	For injury or wrongful death to one person:	$2,000,000.00
	For injury or wrongful death to more than one person in any one occurrence:	$2,000,000.00
	(ii) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$2,000,000.00
	(iii) Products liability:	$2,000,000.00
	(iv) Liquor liability:	$5,000,000.00
(2)	Automotive liability insurance:	
	(i) Bodily-injury liability	
	For injury or wrongful death to one person:	$
	For injury or wrongful death to more than one person in any one occurrence:	$
	(ii) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$
(3)	Plate and mirror glass insurance, covering all plate and mirror glass in the premises, and the lettering, signs, or decorations, if any, on such plate and mirror glass:	$
(4)	Boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Lessee in the premises:	$
(5)	"Additional Interest" policy of boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Lessee in the premises:	$
(6)	Garagekeepers' legal liability:	$

STANDARD ENDORSEMENT NO. L21.1 (2 pages)
INSURANCE
All Facilities
3/25/82

(b) The Port Authority shall be named as an additional insured in any policy of liability insurance required by this Endorsement, unless the Port Authority shall, at any time during the term of the letting under this Permit, direct otherwise in writing, in which case the Permittee shall cause the Port Authority not to be so named.

(c) In any policy of insurance on property other than that of the Permittee required by this Endorsement, the Port Authority shall be named as the owner except that as to property as to which the Port Authority is itself a lessee, the Port Authority shall be named as the lessee and the owner shall be named as the owner. Each shall be endorsed substantially as follows:

> "Loss, if any, under this policy, as to the interest of the owner and as to the interest of the Port Authority of New York and New Jersey, shall be adjusted solely with the Port Authority and all proceeds under this policy shall be paid solely to the Port Authority."

(d) Any "Additional Interest" policy of boiler and machinery insurance required by this Endorsement shall provide protection under Sections 1 and 2 only of the Insuring Agreements of the form of policy approved for use as of the date hereof by the Insurance Rating Board, New York, New York.

(e) As to any insurance required by this Endorsement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority within ten (10) days after the execution of this Permit. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving ten (10) days' written advance notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy, except for any policy expiring after the date of expiration of the term of the letting under this Permit, as the same may be form time to time extended. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, of if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

(f) Each policy of insurance required by this Endorsement shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(a) Upon the execution of this Agreement by the Lessee and delivery thereof to the Port Authority, the Lessee shall deposit with the Port Authority (and shall keep deposited throughout the letting under this Agreement) either the sum of **- NONE-** in cash, or bonds of the United States of America, or of the State of New Jersey, or of the State of New York, or of The Port Authority of New York and New Jersey, having a market value of that amount, as security for the full, faithful and prompt performance of and compliance with, on the part of the Lessee, all of the terms, provisions, covenants and conditions of this Agreement on its part to be fulfilled, kept, performed or observed. Bonds qualifying for deposit hereunder shall be in bearer form but if bonds of that issue were offered only in registered form, then the Lessee may deposit such bond or bonds in registered form, provided, however, that the Port Authority shall be under no obligation to accept such deposit of a bond in registered form unless such bond has been re-registered in the name of the Port Authority (the expense of such re-registration to be borne by the Lessee) in a manner satisfactory to the Port Authority. The Lessee may request the Port Authority to accept a registered bond in the Lessee's name and if acceptable to the Port Authority the Lessee shall deposit such bond together with a bond power (and such other instruments or other documents as the Port Authority may require) in form and substance satisfactory to the Port Authority. In the event the deposit is returned to the Lessee any expenses incurred by the Port Authority in re-registering a bond to the name of the Lessee shall be borne by the Lessee. In addition to any and all other remedies available to it, the Port Authority shall have the right, at its option, at any time and from time to time, with or without notice, to use the deposit or any part thereof in whole or partial satisfaction of any of its claims or demands against the Lessee. There shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of the deposit itself shall cure any default or breach of this Agreement on the part of the Lessee. With respect to any bonds deposited by the Lessee, the Port Authority shall have the right, in order to satisfy any of its claims or demands against the Lessee, to sell the same in whole or in part, at any time and from time to time, with or without prior notice at public or private sale, all as determined by the Port Authority, together with the right to purchase the same at such sale free of all claims, equities or rights or redemption of the Lessee. The Lessee hereby waives all right to participate therein and all right to prior notice or demand of the amount or amounts of the claims or demands of the Port Authority against the Lessee. The proceeds of every such sale shall be applied by the Port Authority first to the costs and expenses of the sale (including but not limited to advertising or commission expenses) and then to the amounts due the Port Authority from the Lessee. Any balance remaining shall be retained in cash toward bringing the deposit to the sum specified above. In the event that the Port Authority shall at any time or times so use the deposit, or any part thereof, or if bonds shall have been deposited and the market value thereof shall have declined below the above-mentioned amount, the Lessee shall, on demand of the Port Authority and within two (2) days thereafter, deposit with the Port Authority additional cash or bonds so as to maintain the deposit at all times to the full amount above stated, and such additional deposits shall be subject to all the conditions of this Section. After the expiration or earlier termination of the letting under this Agreement as the said letting may have been extended, and upon condition that the Lessee shall then be in no wise in default under any part of this Agreement, as this Agreement may have been amended or extended (or both), and upon written request therefor by the Lessee, the Port Authority will return the deposit to the Lessee less the amount of any and all unpaid claims and demands (including

estimated damages) of the Port Authority by reason of any default or breach by the Lessee of this Agreement or any part thereof. The Lessee agrees that it will not assign or encumber the deposit. The Lessee may collect or receive any interest or income earned on bonds and interest paid on cash deposited in interest-bearing bank accounts, less any part thereof or amount which the Port Authority is or may hereafter be entitled or authorized by law to retain or to charge in connection therewith, whether as or in lieu of an administrative expense, or custodial charge, or otherwise; provided however, that the Port Authority shall not be obligated by this provision to place or to keep cash deposited hereunder in interest-bearing bank accounts.

(b) The Lessee may at any time during the term of the letting under this Agreement offer to deliver to the Port Authority, as security for all obligations of the Lessee under this Agreement, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District, in favor of the Port Authority in the amount of **- NONE-**. The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the term of the letting under this Agreement and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent satisfactory letter. Upon notice of cancellation of a letter of credit the Lessee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by security in accordance with paragraph (a) of this Standard Endorsement or another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security under paragraph (a) of this Standard Endorsement. Failure to provide such a letter of credit at any time during the term of the letting, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Agreement on the part of the Lessee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Lessee made thereafter, the Port Authority will return the security deposit, if any, theretofore made under and in accordance with the provisions of paragraph (a) of this Standard Endorsement. The Lessee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the letting and fulfillment of the obligations of the Lessee under this Agreement. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Lessee, on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount.

If any type of strike or other labor activity is directed against the Permittee at the Facility or against any operations pursuant to this Permit resulting in picketing or boycott for a period of at least forty-eight (48) hours which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Facility or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this Permit effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

SPECIAL ENDORSEMENTS

1. (a) By agreement of lease, dated as of January 11, 1985 bearing Port Authority file No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the"Airline Lease") the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of March 7, 2001 (hereinafter called the "Sublease"), under which the Permittee has agreed to operate certain consumer services in locations the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate at the Terminal one (1) food and non-alcoholic beverage fast food concession facility offering freshly prepared pizza, calzones, pasta, Italian hero sandwiches, Italian specialty entrees, assortment of side salads, assortment of appetizers, and, as incidental to

the foregoing, the display and sale at retail of private label Famous Famiglia branded pre-packaged specialty gourmet Italian foods for off-Airport consumption only, and for no other purpose whatsoever.

The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information)), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(iii) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable)) be remitted on its behalf directly, and payable to, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority an annual percentage rent equivalent to the PA Share of twenty percent (20%) of the Permittee's gross receipts in excess of the Monthly Exemption Amounts arising during the effective period of permission hereunder:

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage(s) stated in paragraph (c) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentages applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentages set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable Monthly Exemption Amounts, established for the monthly period, or (B) the applicable percentages set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in

excess of the applicable Annual Exemption Amounts, established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable Monthly Exemption Amounts, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Annual Exemption Amounts, less the total of all percentage rent payments previously made for such annual period. At any time that a Monthly Exemption Amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permitee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated Annual Exemption Amount(s) established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) sixty (60) days following delivery of the Space to the Permittee or

(c) June 1, 2001,

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. The Permittee shall be required to make a minimum initial capital investment (excluding furniture, fixtures and equipment) to ready the Space for initial occupancy and operations in an amount equal to Two Hundred Dollars ($200) per square foot. Nothing herein shall reduce the Permittee's obligations to comply with the Port Authority's Tenant Alteration and Application process and the Airline's design specifications and standards, nor reduce any obligation of the Permittee under the Sublease to maintain, improve or refurbish the Space during the term of the subletting.

5. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section l of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

> "Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

> "If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) That portion of the second paragraph of Section 5 of the foregoing Terms and Conditions following the word "Facility" was deleted.

(e) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(f) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

(g) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark International Airport and/or the Terminal.

(h) The last sentence of the first paragraph of Section 8 was deleted and the following clause shall be deemed to have been added to the first sentence of the said first paragraph: "or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier." In addition, the word ", termination" shall be deemed to have been inserted after the word "expiration" in the first line of the last paragraph of Section 8.

(i) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

"In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(j) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(k) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

(ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".

(iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean"rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(l) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

(m) Notwithstanding the provisions of Standard Endorsement 21.1 annexed to this Permit, the Port Authority (as well as the Airline and the Manager) shall be named as an additional insured in any policy of liability insurance required by the provisions of this Permit and each such policy of insurance so required shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees,

the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(n) The policies referred to in Standard Endorsement 21.1 shall provide or contain an endorsement providing that:

> (i) the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority, and
>
> (ii) the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Permittee shall be the same as the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person as if the Port Authority were the named insured thereunder,

but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

(o) Without limiting the generality of the provisions of Standard Endorsement 23.1, the Permittee agrees that notwithstanding the sum stated to be the security deposit to be delivered to the Port Authority upon execution of this Permit, the security amount required hereunder shall at all times during the period of permission be an amount equal to at least three (3) months' Guaranteed Rent in cash or bonds (as described in said Standard Endorsement) or at least twelve (12) months' Guaranteed Rent in the form of a clean irrevocable letter of credit satisfactory to the Port Authority and, accordingly, such amount may change from time to time by notice to the Permittee during such period.

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein

contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor

any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of any payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective

date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. The Permittee hereby certifies that its I.R.S. Employer Identification Number is (Ex. 1) for the purposes of Standard Endorsement No. 23.1.

13. Standard Endorsement No. L23.1 shall be and be deemed amended by adding a paragraph (c) thereto which shall read in its entirety as follows:

> "(c) In lieu of providing a security deposit in the form of cash or a letter or credit as aforesaid in paragraph (a) above, the Permittee shall provide and maintain in full force and effect throughout the effective period of the permission granted under this Permit a contract of absolute and unconditional guaranty of the due and punctual payment of the fees and other monetary obligations under the Sublease to be paid by the Permittee hereunder and of the full, faithful land prompt performance observance and fulfillment on the part of the Permittee of all the terms, covenants and conditions of the Sublease to be kept, observed, performed and fulfilled. Such contract of Guaranty shall be in the form annexed to this Permit as **Exhibit A,** shall be executed by Famiglia International, Inc., a New York corporation, in favor of the Port Authority and the Airline and shall constitute part of the security deposit of the Permittee. Famiglia International, Inc. expressly agrees that with regard to its Guaranty the term "Sublease" shall be deemed also to include this Permit and, accordingly, such contract of Guaranty shall be deemed to include a guaranty of the payment and performance obligations of the Permittee under the Sublease as well as the payment and performance obligations of the Permittee under this Permit.

AEF
For the Port Authority

Initialed:

PL
For the Permittee

For the Airline

EXHIBIT A

GUARANTY

THIS GUARANTY ("Guaranty") is made as of this _____ day of _____, 2001, by **FAMIGLIA INTERNATIONAL, INC.**, a New York corporation ("Guarantor"), to and for the benefit of **CONTINENTAL AIRLINES, INC.**, ("Landlord") and **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("Authority").

WITNESSETH:

WHEREAS, Landlord and Famiglia 107 Newark Corp. ("Tenant") have entered into that certain sublease dated _____, 2001, (the "Sublease"), for the Premises located in Terminal C of Newark International Airport, as more fully described in the Sublease;

WHEREAS, Guarantor will derive financial benefits from Tenant's use and occupancy of the Premises;

WHEREAS, it is a condition precedent to all of the obligations of Landlord pursuant to the Sublease, that Guarantor shall have executed and delivered this Guaranty.

NOW, THEREFORE, in consideration of and as an inducement to the execution of the Sublease by Landlord, and in consideration of the above recitals and other good and valuable consideration paid by Landlord to Guarantor and intending to be legally bound hereby, Guarantor does hereby covenant and agree as follows:

1. Guarantor hereby absolutely, unconditionally and irrevocably guarantees to Landlord and the Authority that Guarantor is and shall be directly and jointly and severally liable to Landlord and the Authority, for the full and prompt payment of all rents, additional rents and any and all other charges payable by Tenant under the Sublease, when due, whether by acceleration or otherwise, and the full, faithful and prompt performance and observance of all the covenants, terms, conditions and agreements of the Sublease to be performed and observed by Tenant, and Guarantor does hereby become surety to Landlord and the Authority, and their respective successors and assigns, for and with respect to all of Tenant's obligations under this Sublease.

2. Guarantor does hereby covenant and agree to and with Landlord and the Authority, that if default shall at any time be made by Tenant, in the payment of any such rents or other sums or charges payable by Tenant under the Sublease or in the performance of any of the covenants, terms, conditions or agreements contained in the Sublease, Guarantor will forthwith pay such rent or other sums or charges to Landlord, and any arrears thereof (including, without limitation, any and all interest or additional charges as provided in the Sublease), and will forthwith faithfully perform and fulfill all of such covenants, terms, conditions and agreements, and will forthwith pay to Landlord and the Authority all damages and all costs and expenses that may arise in consequence of any default by Tenant, under the Sublease (including, without limitation, all attorneys' fees and any and all expenses incurred by Landlord or the Authority or caused by any such default and/or by the enforcement of this Guaranty).

3. This Guaranty is an absolute and unconditional guaranty of payment and of performance and is a surety agreement. Guarantor's liability hereunder is direct and may be enforced immediately without Landlord or the Authority being required to resort to any other right, remedy or security and this Guaranty shall be enforceable immediately against Guarantor, without the necessity for any suit or proceedings on Landlord's part of any kind or nature whatsoever against Tenant, and without the necessity of any notice of non-payment, non-performance or non-

observance or the continuance of any such default or of any notice of acceptance of this Guaranty or of Landlord's or the Authority's intention to act in reliance herein or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no manner be terminated, affected, or impaired by reason of the assertion or the failure to assert by Landlord or the Authority against Tenant, or of any of the rights or remedies reserved to Landlord or the Authority pursuant to the provisions of the Sublease.

4. This Guaranty shall be a continuing Guaranty, and (whether or not Guarantor shall have notice or knowledge of any of the following) the liability and obligation of Guarantor hereunder shall be absolute and unconditional irrespective of: (i) any amendment or modification of, or supplement to, or extension or renewal of the Sublease or any assignment or transfer thereof or sublease of the Premises; (ii) any exercise or non-exercise of any right, power, remedy or privilege under or in respect of the Sublease or this Guaranty or any waiver, consent or approval by Landlord or the Authority with respect to any of the covenants, terms, conditions or agreements contained in the Sublease or any indulgences, forbearances or extensions of time for performance or observance allowed to Tenant from time to time, at any time and for any length of time; (iii) any lack of validity or enforceability of the Sublease or any other agreement or instrument relating thereto; (iv) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition or liquidation or similar proceedings relating to Tenant, or its properties or creditors; (v) any impairment, modification, change, release or limitation of liability or obligation of Tenant under the Sublease (including, but not limited to, any disaffirmance or abandonment by a trustee of Tenant), resulting from the operation of any present or future provision of the United States Bankruptcy Code, as amended, or any other similar federal or state statute, or from the decisions of any court; (vi) any other circumstances which might otherwise constitute a defense available to, or a discharge of, the Tenant in respect of the Sublease or the Guarantor in respect of this Guaranty. This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any rents, additional rents and any and all other charges by Tenant, under the Sublease, or performance and observance of any and all of the covenants, terms, conditions and agreements of the Sublease to be performed and observed by Tenant, under the Sublease are rescinded, cancelled or otherwise must be returned by Landlord upon the insolvency, bankruptcy or reorganization of the Tenant, all as though such payment had not been made and/or performance and observance had not occurred.

5. All of Landlord's and the Authority's rights and remedies under the Sublease and under this Guaranty are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others. No termination of the Sublease or taking or recovering of the premises demised thereby shall deprive Landlord or the Authority of any of its rights and remedies against Guarantor under this Guaranty. This Guaranty shall apply to Tenant's obligations thereunder during the original term thereof in accordance with the original provisions thereof.

6. Guarantor represents and warrants to Landlord that (a) it is duly incorporated, validly existing and in good standing under the laws of the State of New York; (b) that the execution and delivery of this Guaranty has been duly authorized by the Board of Directors or members of Guarantor; (c) the making of this Guaranty does not require any vote or consent of shareholders of Guarantor; and (d) that the officer executing this Guaranty has been duly authorized to execute the same by its Board of Directors or members.

7. As a further inducement to Landlord to make and enter into the Sublease and perform its obligations thereunder, and in consideration thereof, Guarantor covenants and agrees that in any action or proceeding brought on, under or by virtue of this Guaranty, Guarantor shall and does hereby waive trial by jury. Guarantor agrees to pay Landlord's and the Authority's reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempted collection or in any negotiations relative to the obligations hereby guaranteed or in enforcing this Guaranty against the undersigned, individually, jointly and severally.

8. This Guaranty shall be legally binding upon Guarantor, its successors and assigns and shall inure to the benefit of Landlord and the Authority, and their respective successors and assigns. The word "Tenant" is used herein to include each and every of the persons named above as Tenant, be the same one or more, as well as their permitted heirs, personal representatives, successors and assigns.

9. This Guaranty shall be governed by, and construed in accordance with, the laws of the State of New Jersey.

IN WITNESS WHEREOF, Guarantor, intending to be legally bound hereby, has caused this Guaranty to be executed and delivered by its officer thereunto duly authorized as of the date first written above.

ATTEST:

FAMIGLIA INTERNATIONAL, INC.,
a New York corporation

_____

By_____(SEAL)

Address: _____

_____

_____

Telephone: _____

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 2001, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ known to me to be the _____ and _____ known to me to be the _____, of _____, the corporation that executed the within Instrument, known to me to be persons who executed the within Instrument, on behalf of the corporation herein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board or directors.

WITNESS my hand and official seal the day and year in this certificate first above written.

_____
Notary Public in and for said County and State

(SEAL)

My Commission Expires _____

THIS SUPPLEMENT SHALL NOT BE BINDING UPON THE
PORT AUTHORITY UNTIL DULY EXECUTED BY AN EXECUTIVE OFFICER
THEREOF AND DELIVERED TO THE PERMITTEE BY AN
AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

AVIATION DEPT.
FILE COPY

Port Authority Permit No. ANB-238
Supplement No. 1
Facility: Newark Liberty International Airport

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, dated as of November 9, 2001, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called the 'Port Authority") and FAMIGLIA 107 NEWARK CORP. (hereinafter called the 'Permittee").

WITNESSETH, That:

WHEREAS, the Permittee and Continental Airlines, Inc. (hereinafter called the "Airline") have entered into a Sublease, dated March 7, 2001 (the "Sublease"), pursuant to which the Airline leased to the Permittee a concession space at Passenger Terminal Building C (hereinafter called the "Terminal") at Newark Liberty International Airport (hereinafter called the 'Airport") as therein set forth; and

WHEREAS, the Port Authority and the Permittee entered into a permit agreement, dated as of March 7, 2001, bearing Port Authority Permit No. ANB-238 (which permit agreement, as the same may have been or may hereafter be supplemented or amended, is hereinafter called the 'Permit"), consented and agreed to by the Airline and granting permission to operate the concession space leased pursuant to the Sublease; and

WHEREAS, the Airline and the Permittee entered into a sublease agreement ("Storage Sublease"), dated as of November 9, 2001, pursuant to which the Airline subleased to the Permittee certain storage space at the Terminal to be used solely in connection with the privileges permitted under the Permit, and the Airline and Permittee desire the Port Authority to consent to the Storage Sublease;

NOW, THEREFORE, the Port Authority and the Permittee hereby agree, effective as of November 9, 2001, as follows:

1. On the terms and conditions hereinafter set forth the Port Authority consents to the Storage Sublease.

2. On the first page of the Permit, effective as of December 17, 2001, the address of the

Port Authority stated as "One World Trade Center, New York, New York 10048" shall be deleted and, in lieu thereof, the address "225 Park Avenue South, New York, New York 10003" shall be inserted.

3. In addition to all other fees, rents and other charges payable under the Permit, the Permittee shall pay to the Port Authority the PA Share (as defined in the Permit) of a fee at the rate of Thirteen Thousand Nine Hundred Seventy Dollars and No Cents ($13,970.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of One Thousand One Hundred Sixty-Four Dollars and Seventeen Cents ($1,164.17), on November 9, 2001 and on the first day of each calendar month thereafter occurring during the period of permission under the Permit; provided, however, that the installment payable for the monthly period of November 2001 shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month.

4. By its terms, the Storage Sublease is subject and subordinate, among other things, to the Airline Lease (as defined in the Permit) and the Permit and the Permittee is obligated to comply with all applicable terms of the Airline Lease and the Permit.

5. Except as herein amended all of the terms, covenants, conditions and provisions of the Permit shall be and remain in full force and effect including but not limited to, Special Endorsement No. 2(b)(iii).

6. No Commissioner, director, officer, agent or employee of either the Port Authority or the Permittee shall be charged personally or held contractually liable by or to the other party under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution.

7. This Supplemental Agreement, together with the Permit (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Permittee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Permittee and consented to by the Airline. The Permittee agrees that no representations or warranties shall be bindingupon the Port Authority unless expressed in writing in the Permit or in this Supplemental Agreement.

IN WITNESS WHEREOF, the parties have executed these presents as of the dayand year first above written.

THE PORT AUTHORITY OF NEW YORK
& NEW JERSEY

By: _____

(Title) FRANCIS A. DIMOLA
ASSISTANT DIRECTOR
AVIATION DEPT.

FAMIGLIA 107 NEWARK CORP.

By: _____

(Title) Paul Kolaj President

Consented and agreed to
as of November 9, 2001:

CONTINENTAL AIRLINES, INC.

By: _____

(Title) Vice President

Holden Shannon
Vice President
Corporate Real Estate
& Environmental Affairs

Consented and agreed to
as of November 9, 2001:

FAMIGLIA INTERNATIONAL, INC., Guarantor
a New York corporation

By: _____

(Title) Paul Kolaj President

APPROVED:

FORM	TERMS
CAL-S	SB

THIS SUPPLEMENT SHALL NOT BE BINDING
UPON THE PORT AUTHORITY UNTIL DULY EXECUTED
BY AN EXECUTIVE OFFICER THEREOF AND DELIVERED
TO THE PERMITTEE BY AN AUTHORIZED REPRESENTATIVE
OF THE PORT AUTHORITY

AVIATION DEPT.
FILE COPY

Newark Liberty International Airport
Port Authority Permit No. ANB-238,
dated as of March 7, 2001
Supplement No. 3

SUPPLEMENT TO PERMIT

THIS SUPPLEMENTAL AGREEMENT, dated as of May 31, 2008, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter referred to as the "Port Authority") and FD LEASING GROUP, LLC (hereinafter referred to as the "Permittee").

WHEREAS, the Port Authority and Famiglia 107 Newark Corp. ("Famiglia") entered into an agreement, identified by the above Port Authority Permit Number (which permit, as the same may have been heretofore extended, supplemented and amended is hereinafter called the "Permit") covering certain privileges at the above named Facility, as more fully described in the Permit; and

WHEREAS, the Permit was consented to by Continental Airlines, Inc. (the "Airline"); and

WHEREAS, the Permit was subsequently assigned to the Permittee with the consent of the Port Authority and the Airline in an Assignment with Assumption and Consent Agreement and Supplemental Agreement, dated as of January 15, 2004; and

WHEREAS, the Permittee and the Airline entered into a Second Amendment and Extension Agreement, made as of November 8, 2007, amending the sublease between such parties ("Sublease"), dated as of March 7, 2001; and

WHEREAS, the Port Authority and the Permittee desire to amend the Permit in certain respects as hereinafter provided;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority and the Permittee hereby agree as follows:

1. Effective as of May 31, 2008, the period of permission granted under the Permit is hereby extended to August 31, 2013, unless sooner terminated or revoked as provided in the Permit, as herein amended.

2. Effective as of June 1, 2008 the following amendments shall be deemed made to Special Endorsement No. 2 of the Permit:

(a) Subparagraph (v) of paragraph (a) shall be deleted in its entirety and the following new subparagraph (v) shall be substituted in lieu thereof:

> "(v) "Annual Exemption Amount" shall mean the sum of One Million Dollars and No Cents ($1,000,000.00), as the same may be reduced by the operation of the proration provisions hereof and as the same may be adjusted pursuant to the Sublease. The Monthly Exemption Amount shall equal one-twelfth of the applicable Annual Exemption Amount."

(b) The first sentence of subparagraph (i) of paragraph (b) shall be deemed deleted and the following new first sentence shall be substituted in lieu thereof:

> "The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent on June 1, 2008 and on the first day of each calendar month thereafter occurring during the period of permission under this Permit at the rate of Two Hundred Thousand Dollars and No Cents ($200,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Sixteen Thousand Six Hundred Sixty-six Dollars and Sixty-six Cents ($16,666.66), on June 1, 2008 and on the first day of each calendar month thereafter occurring during the extended period of permission under the Permit."

3. The following amendments shall be deemed made to the Permit:

(a) Effective as of October 13, 2005, the following new sentence shall be deemed inserted after the second sentence in Section 1 of the Terms and Conditions, as amended by paragraph (a) of Special Endorsement No. 5 of the Permit:

> "Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house

legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same)."

(b) Effective as of October 13, 2005, the following new paragraph 4 shall be deemed added to Standard Endorsement No. 2.8:

"4. Effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event that upon conducting an examination and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit."

4. Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Permittee shall continue to perform the privilege granted under the Permit, after the expiration, revocation or termination of the effective period of the permission granted under the Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under the Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination, and ending on the date that the Permittee shall cease to perform the privilege at the Airport under the Permit, equal to twice the sum of the monthly fee under the Permit. Nothing herein contained shall give, or be deemed to give, the Permittee any right to continue to perform the privilege granted under the Permit at the Airport after the expiration, revocation or termination of the effective period of the permission granted under the Permit. The Permittee acknowledges that the failure of the Permittee to cease to perform the privilege at the Airport from and after the effective date of such expiration, revocation

or termination will or may cause the Port Authority injury, damage or loss. The Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

5. The Permittee hereby waives its right to trial by jury in any action that may hereafter be instituted by the Port Authority against the Permittee in respect of the permission granted hereunder and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under the Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

6. The Permittee is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Permittee agrees that **Schedule G**, attached hereto and hereby made a part hereof, is incorporated by reference into the Permit and the Permittee shall comply with its terms and provisions.

7. Except as hereby amended, all of the terms, covenants, provisions, conditions and agreements of the Permit shall be and remain in full force and effect.

8. No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Permittee with any liability, or held liable to the Permittee, under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution, or because of any breach thereof.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

9. This Supplemental Agreement, together with the Permit constitutes the entire agreement between the Port Authority and the Permittee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Permit or in this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Permittee have caused this Agreement to be executed as of the date first set forth above.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By LISA O'SCULLY

(Title) ASST DIRECTOR, CCAS

FD LEASING GROUP, LLC

Permittee By: Famiglia-DeBartolo, LLC, Member
By: Famiglia International, Inc., Member

By:

Print Name: Paul Kolaj

Title: President ~~Member/Manager~~

Consented and Agreed to
By CONTINENTAL AIRLINES, INC.

By

Print Name Toby Enqvist

(Title): Staff Vice President

Agreed to and accepted as of May 31, 2008
Famiglia-DeBartolo, LLC, guarantor
By: Famiglia International, Inc., Member

By:

(Title) President ~~Member/Manager~~

Approval as to Terms:	Approval as to Form:

MG/dmj

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

In accordance with regulations of the US Department of Transportation 49 CFR Part 23, the Port Authority has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE) program under which qualified firms may have the opportunity to operate an airport business. The Port Authority has established an ACDBE participation goal, as measured by the total estimated annual gross receipts for the overall concession program. The goal is modified from time to time and posted on the Port Authority's website: www.panynj.gov.

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. The Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint ventures in which ACDBEs control a distinct portion of the joint venture business and/or purchase of goods and services from ACDBEs. In connection with the aforesaid good faith efforts, as to those matters contracted out by the Concessionaire in its performance of this agreement, the Concessionaire shall use, to the maximum extent feasible and consistent with the Concessionaire's exercise of good business judgment including without limit the consideration of cost competitiveness, a good faith effort to meet the Port Authority's goals. Information regarding specific good faith steps can be found in the Port Authority's ACDBE Program located on its above-referenced website. In addition, the Concessionaire shall keep such records as shall enable the Port Authority to comply with its obligations under 49 CFR Part 23 regarding efforts to offer opportunities to ACDBEs.

Qualification as an ACDBE

To qualify as an ACDBE, the firm must meet the definition set forth below and be certified by the New York State or New Jersey Uniform Certification Program (UCP). The New York State UCP directory is available on-line at www.nysucp.net and the New Jersey UCP at www.njucp.net.

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed $30million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of

part 23 is $750,000.

The ACDBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Port Port Authority makes a rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged":

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

" Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the Port Authority, as a certifying partner in the New York State and New Jersey UCPs will determine whether the individual is socially or economically disadvantaged under the criteria established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP directories but

Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP directories but which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee, the term Concessionaire shall mean the Lessee herein.

For the Port Authority

Initialed:

For the Permittee

For the Airline

Form F - Privilege, All Facilities
12/4/73

:For Port Authority Use Only :
:ANB-257 JM1705

AVIATION DEPT.
FILE COPY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
One World Trade Center
New York, New York 10048

PRIVILEGE PERMIT

The Port Authority of New York and New Jersey (herein called the "Port Authority") hereby grants to the Permittee hereinafter named the hereinafter described privilege at the Port Authority Facility hereinafter named, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee or fees hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. **FACILITY:** **Newark International Airport**

2. **PERMITTEE:** Genesco Inc., a Tennessee corporation, d/b/a Johnston & Murphy

3. **PERMITTEE'S ADDRESS:** 1415 Murfreesboro Road, Suite 518, Nashville, Tennessee 37217

4. **PERMITTEE'S REPRESENTATIVE:** Harvey Olsher

5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 herein

6. **FEES:** As set forth in Special Endorsement No. 2 herein

7. **EFFECTIVE DATE:** July 3, 2001

8. **EXPIRATION DATE:** the later of (a) the fifth (5th) anniversary of the Rent Commencement Date (as defined in Special Endorsement No. 3 herein) and (b) January 31, 2007, unless sooner revoked as provided in Section 1 of the following Terms and Conditions

9. **ENDORSEMENTS: 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 21.1, 23.1, 28 and SPECIAL**

Dated: As of July 3, 2001

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: FRANCIS A. DIMOLA

(Title): ASSISTANT DIRECTOR AVIATION DEPT

GENESCO INC.

By:

(Title): Hal Pennington - President

CONSENTED AND AGREED TO
BY CONTINENTAL AIRLINES, INC.

By:

(Title): Holden Shannon Vice President Corporate Real Estate & Environmental Affairs President

APPROVED: FORM TERMS

FORM F - Privilege, All Facilities 12/12/77

TERMS AND CONDITIONS

1. The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition hereof, it may be revoked at any time by the Port Authority, with or without cause, and with or without prior notice. Unless sooner revoked, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

2. The rights granted hereby shall be exercised

(a) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,

(b) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, and employees,

(c) if the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees, or

(d) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees;

and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other person, corporation or legal entity. The Permittee shall not assign or transfer this Permit or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

4. The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and the employees shall wear appropriate

storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

(a) The term "Executive Director" shall mean the person or persons from time to-time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the

Permittee, it shall mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

(b) The terms "Manager of the Facility" or "General Manager of the Facility" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Manager or General Manager (or temporary or Acting Manager or Acting General Manager) of the Facility for the time being, or his duly designated representative or representatives.

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail-addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail addressed to the Executive Director of the Port Authority at One World Trade Center, New York, New York 10048, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

15. The Permittee agrees to be bound by and comply with the provisions of all endorsements annexed to the Permit at the time of issuance.

16. Neither the Commissioners of the Port Authority nor any officer, agent or employee thereof, shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

17. This Permit, including the attached endorsements and exhibits, if any, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof and may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

(a) Use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(b) Not divert or cause or allow to be diverted, any business from the Airport;

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anywise connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

STANDARD ENDORSEMENT NO. 4.1
MERCHANDISE AND/OR SERVICES
All Airports
7/21/49

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

STANDARD ENDORSEMENT NO. 6.1
All Installations
3/28/49

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority/s rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefore at the Airport;

(b) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(c) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

As used in the above subsections "service" shall include furnishing of parts, materials and supplies (including sale thereof).

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Permittee of the promises and obligations contained in this Permit is therefore a special consideration and inducement to the issuance of this Permit by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Permit, the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Endorsement in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons including the United States of America resulting from the Permittee's noncompliance with any of the provisions of this Endorsement and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee. The receptacles shall be kept covered except when filling or emptying the same. The

Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Airport including any Space covered by this Permit, or for the safe and efficient operation of the Airport including any Space covered by this Permit. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five days before the Permittee shall be required to comply therewith.

The Permittee shall provide and its employees shall wear carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

STANDARD ENDORSEMENT NO. 16.1
RULES & REGULATIONS COMPLIANCE
Airports
06/29/62

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

Notwithstanding any other provision of this Permit, the permission hereby granted shall in any event terminate with the expiration or termination of the lease of Newark International Airport from the City of Newark to the Port Authority under the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex on October 30, 1947 in Book E-110 of Deeds at pages 242, et seq. No greater rights and privileges are hereby granted to Permittee than the Port Authority has power to grant under said agreement as supplemented or amended as aforesaid.

"Newark International Airport" or "Airport" shall mean the land and premises in the County of Essex and State of New Jersey, which are westerly of the right of way of the Central Railroad of New Jersey and are shown upon the exhibit attached to the said agreement between the City and the Port Authority and marked "Exhibit A", as contained within the limits of a line of crosses appearing on said exhibit and designated "Boundary of terminal area in City of Newark", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

The Port Authority has agreed by a provision in its agreement of lease with the City covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City and of it various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

STANDARD ENDORSEMENT NO. 19.3
PARTICULAR FACILITY
Newark International Airport
03/15/74

(a) The Permittee in its own name as insured shall secure and pay the premium or premiums for such of the following policies of insurance affording those coverages as to which minimum limits are fixed in the schedule set forth below. Each such policy shall be maintained in at least the limit fixed with respect thereto, shall cover the operations of the Permittee under this Permit, and shall be effective throughout the term of the letting.

SCHEDULE

	Policy	Minimum Limit
(1)	Comprehensive general liability insurance (to include contractual liability endorsement)including premises operations and completed operations	
	(i) Bodily-injury liability:	
	For injury or wrongful death to one person:	$2,000,000.00
	For injury or wrongful death to more than one person in any one occurrence:	$2,000,000.00
	(ii) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$2,000,000.00
	(iii) Products liability:	$2,000,000.00
(2)	Automotive liability insurance:	
	(i) Bodily-injury liability	
	For injury or wrongful death to one person:	$
	For injury or wrongful death to more than one person in any one occurrence:	$
	(ii) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$
(3)	Plate and mirror glass insurance, covering all plate and mirror glass in the premises, and the lettering, signs, or decorations, if any, on such plate and mirror glass:	$
(4)	Boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Lessee in the premises:	$
(5)	"Additional Interest" policy of boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Lessee in the premises:	$
(6)	Garagekeepers' legal liability:	$

(b) The Port Authority shall be named as an additional insured in any policy of liability insurance required by this Endorsement, unless the Port Authority shall, at any time during the term of the letting under this Permit, direct otherwise in writing, in which case the Permittee shall cause the Port Authority not to be so named.

(c) In any policy of insurance on property other than that of the Permittee required by this Endorsement, the Port Authority shall be named as the owner except that as to property as to which the Port Authority is itself a lessee, the Port Authority shall be named as the lessee and the owner shall be named as the owner. Each shall be endorsed substantially as follows:

> "Loss, if any, under this policy, as to the interest of the owner and as to the interest of the Port Authority of New York and New Jersey, shall be adjusted solely with the Port Authority and all proceeds under this policy shall be paid solely to the Port Authority."

(d) Any "Additional Interest" policy of boiler and machinery insurance required by this Endorsement shall provide protection under Sections 1 and 2 only of the Insuring Agreements of the form of policy approved for use as of the date hereof by the Insurance Rating Board, New York, New York.

(e) As to any insurance required by this Endorsement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority within ten (10) days after the execution of this Permit. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving ten (10) days' written advance notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy, except for any policy expiring after the date of expiration of the term of the letting under this Permit, as the same may be form time to time extended. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, of if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

(f) Each policy of insurance required by this Endorsement shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(a) Upon the execution of this Agreement by the Lessee and delivery thereof to the Port Authority, the Lessee shall deposit with the Port Authority (and shall keep deposited throughout the letting under this Agreement) either the sum of **TWENTY FIVE THOUSAND DOLLARS AND NO CENTS ($25,000.00)** in cash, or bonds of the United States of America, or of the State of New Jersey, or of the State of New York, or of The Port Authority of New York and New Jersey, having a market value of that amount, as security for the full, faithful and prompt performance of and compliance with, on the part of the Lessee, all of the terms, provisions, covenants and conditions of this Agreement on its part to be fulfilled, kept, performed or observed. Bonds qualifying for deposit hereunder shall be in bearer form but if bonds of that issue were offered only in registered form, then the Lessee may deposit such bond or bonds in registered form, provided, however, that the Port Authority shall be under no obligation to accept such deposit of a bond in registered form unless such bond has been re-registered in the name of the Port Authority (the expense of such re-registration to be borne by the Lessee) in a manner satisfactory to the Port Authority. The Lessee may request the Port Authority to accept a registered bond in the Lessee's name and if acceptable to the Port Authority the Lessee shall deposit such bond together with a bond power (and such other instruments or other documents as the Port Authority may require) in form and substance satisfactory to the Port Authority. In the event the deposit is returned to the Lessee any expenses incurred by the Port Authority in re-registering a bond to the name of the Lessee shall be borne by the Lessee. In addition to any and all other remedies available to it, the Port Authority shall have the right, at its option, at any time and from time to time, with or without notice, to use the deposit or any part thereof in whole or partial satisfaction of any of its claims or demands against the Lessee. There shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of the deposit itself shall cure any default or breach of this Agreement on the part of the Lessee. With respect to any bonds deposited by the Lessee, the Port Authority shall have the right, in order to satisfy any of its claims or demands against the Lessee, to sell the same in whole or in part, at any time and from time to time, with or without prior notice at public or private sale, all as determined by the Port Authority, together with the right to purchase the same at such sale free of all claims, equities or rights or redemption of the Lessee. The Lessee hereby waives all right to participate therein and all right to prior notice or demand of the amount or amounts of the claims or demands of the Port Authority against the Lessee. The proceeds of every such sale shall be applied by the Port Authority first to the costs and expenses of the sale (including but not limited to advertising or commission expenses) and then to the amounts due the Port Authority from the Lessee. Any balance remaining shall be retained in cash toward bringing the deposit to the sum specified above. In the event that the Port Authority shall at any time or times so use the deposit, or any part thereof, or if bonds shall have been deposited and the market value thereof shall have declined below the above-mentioned amount, the Lessee shall, on demand of the Port Authority and within two (2) days thereafter, deposit with the Port Authority additional cash or bonds so as to maintain the deposit at all times to the full amount above stated, and such additional deposits shall be subject to all the conditions of this Section. After the expiration or earlier termination of the letting under this Agreement as the said letting may have been extended, and upon condition that the Lessee shall then be in no wise in default under any part of this Agreement, as this Agreement may have been amended or extended (or both), and upon written request therefor by the Lessee, the Port Authority will return the deposit

to the Lessee less the amount of any and all unpaid claims and demands (including estimated damages) of the Port Authority by reason of any default or breach by the Lessee of this Agreement or any part thereof. The Lessee agrees that it will not assign or encumber the deposit. The Lessee may collect or receive any interest or income earned on bonds and interest paid on cash deposited in interest-bearing bank accounts, less any part thereof or amount which the Port Authority is or may hereafter be entitled or authorized by law to retain or to charge in connection therewith, whether as or in lieu of an administrative expense, or custodial charge, or otherwise; provided however, that the Port Authority shall not be obligated by this provision to place or to keep cash deposited hereunder in interest-bearing bank accounts.

(b) The Lessee may at any time during the term of the letting under this Agreement offer to deliver to the Port Authority, as security for all obligations of the Lessee under this Agreement, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District, in favor of the Port Authority in the amount of **TWENTY FIVE THOUSAND DOLLARS AND NO CENTS ($25,000.00).** The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the term of the letting under this Agreement and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent satisfactory letter. Upon notice of cancellation of a letter of credit the Lessee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by security in accordance with paragraph (a) of this Standard Endorsement or another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security under paragraph (a) of this Standard Endorsement. Failure to provide such a letter of credit at any time during the term of the letting, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Agreement on the part of the Lessee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Lessee made thereafter, the Port Authority will return the security deposit, if any, theretofore made under and in accordance with the provisions of paragraph (a) of this Standard Endorsement. The Lessee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the letting and fulfillment of the obligations of the Lessee under this Agreement. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Lessee, on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount.

If any type of strike or other labor activity is directed against the Permittee at the Facility or against any operations pursuant to this Permit resulting in picketing or boycott for a period of at least forty-eight (48) hours which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Facility or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this Permit effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

SPECIAL ENDORSEMENTS

1. (a) By agreement of lease, dated as of January 11, 1985 bearing Port Authority file No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the"Airline Lease") the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated July 3, 2001 (hereinafter called the "Sublease"), under which the Permittee has agreed to operate certain consumer services in locations the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate one concession at the Terminal for the primary sale at retail of men's better quality Johnston & Murphy branded footwear and related shoe accessories and for the incidental sale at retail of Johnston & Murphy signature clothing, small leather goods, briefcases, jackets, and clothing accessories typically sold from time to time in a majority of Johnston & Murphy

stores located in the United States, and for no other purpose or purposes whatsoever, provided, however, the display and sale of such incidental items shall not exceed 30% of the sales display area portion of the Space.

The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information)), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, if separately stated, which must be given by Permittee on sales of merchandise and services to the Airline's employees (evidenced by a valid Continental Airlines ID Badge), Port Authority's employees (evidenced by a valid Port Authority ID Card) and other individuals employed at the Airport (who can demonstrate to the reasonable satisfaction of Permittee that such individuals are employed at the Airport), and the Permittee's employees, and limited in amount to not more than one percent (1%) of Permittee's gross receipts per lease month for discounts given to the Permittee's employees and not more than ten percent (10%) of the Permittee's gross receipts per lease month for discounts given to the Airline's employees, Port Authority's employees and other individuals employed at the Airport as aforesaid. The "customary discounts" required in the foregoing sentence to other than the Permittee's employees shall be in the minimum amount of ten percent (10%) as compared to Permittee's normal, non-sale prices for the same products, merchandise and/or services to the general public; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or

others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record-keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) Annual Exemption Amount" shall mean the sum of Eight Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents ($833,333.33) as the same may be reduced by the operation of the proration provisions hereof and as the same may be adjusted pursuant to the Sublease. The Monthly Exemption Amount shall equal one-twelfth of the Annual Exemption Amount.

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate One Hundred Thousand Dollars and No Cents ($100,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents ($8,333.33), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit. If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in

effect during the previous annual period multiplied by the Percentage Change In Enplanements, pursuant to the terms of the Sublease.

(ii) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(iii) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable)) be remitted on its behalf directly, and payable to, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority an annual percentage rent equivalent to the PA Share of the following percentage of the Permittee's gross receipts arising during the effective period of permission hereunder: twelve percent (12%) of all gross receipts of the Permittee in excess of the Annual Exemption Amount. The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage(s) stated in paragraph (c) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentages applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentages set forth in paragraph (c) of this Special Endorsement

applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Monthly Exemption Amounts, established for the monthly period, or (B) the applicable percentages set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Annual Exemption Amounts, established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable Monthly Exemption Amounts, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Annual Exemption Amounts, less the total of all percentage rent payments previously made for such annual period. At any time that a Monthly Exemption Amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permitee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated Annual Exemption Amount established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) sixty (60) days after the date of delivery of the Space to the Permittee by the Airline, or

(c) February 1, 2002,

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. The Permittee shall be required to make a minimum initial capital investment (excluding furniture, fixtures and equipment) to ready the Space for initial occupancy and operations in an amount equal to Two Hundred Dollars ($200) per square foot. Nothing herein shall reduce the Permittee's obligations to comply with the Port Authority's Tenant Alteration and Application process and the Airline's design specifications and standards, nor reduce any obligation of the Permittee under the Sublease to maintain, improve or refurbish the Space during the term of the subletting.

5. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section l of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

"Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee

shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) (i) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

"If the Manager of the Facility notifies the Permittee that any badge, identification or attire is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or attire, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(ii) The word "uniforms" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and, in lieu thereof, the word "attire" was inserted.

(d) That portion of the second paragraph of Section 5 of the foregoing Terms and Conditions following the word "Facility" was deleted.

(e) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(f) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

(g) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark International Airport and/or the Terminal.

(h) The last sentence of the first paragraph of Section 8 was deleted and the following clause shall be deemed to have been added to the first sentence of the said first paragraph: "or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier." In addition, the word ", termination" shall be deemed to have been inserted after the word "expiration" in the first line of the last paragraph of Section 8.

(i) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

> "In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(j) Under paragraph 14 of the Terms and Conditions of the Permit, without limiting the generality of the provisions of said paragraph, at least one copy of any notice of default rendered or given under the Permit to the Permittee shall be sent to its address at 1415 Murfreesboro Road, Suite 518, Nashville, Tennessee 37217, or at such other address at the Permittee shall hereafter designate by notice to the Port Authority in accordance with paragraph 14.

(k) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. In addition, nothing in the second sentence of the first paragraph of Standard Endorsement No. 4.1 shall mean that the Port Authority may disallow the primary use for which the Permittee is permitted to operate at the Space (during the effectiveness of this Permit) as set forth in Special Endorsement No. 1(b) herein and Section 7.01 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Sections 7.01 and 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Sections 7.01 and 7.02 of the Sublease shall be and continue in full force and effect and compliance with said Sections 7.01 and 7.02 shall not constitute a breach of this Permit.

(l) (i) In paragraph 1(d) of Standard Endorsement 2.8, after the word "District" at the end of clause (ii), a proviso was added as follows:

";provided, however, that the Port Authority will not seek to examine and audit the records and books of account of an affiliated entity as described in this clause (ii) unless it determines, after first examining the records and books of account of the Permittee, that such further inquiry is necessary to properly complete its audit, such determination to be made in a non-arbitrary and non-capricious manner.

(ii) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

(iii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".

(iv) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean"rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(m) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

(n) Notwithstanding the provisions of Standard Endorsement 21.1 annexed to this Permit, the Port Authority (as well as the Airline and the Manager) shall be named as an additional insured in any policy of liability insurance required by the provisions of this Permit and each such policy of insurance so required shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(o) The policies referred to in Standard Endorsement 21.1 shall provide or contain an endorsement providing that:

(i) the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority, and

(ii) the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Permittee shall be the

same as the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person as if the Port Authority were the named insured thereunder,

but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

(p) Without limiting the generality of the provisions of Standard Endorsement 23.1, the Permittee agrees that notwithstanding the sum stated to be the security deposit to be delivered to the Port Authority upon execution of this Permit, the security amount required hereunder shall at all times during the period of permission be an amount equal in cash to at least three (3) months' Guaranteed Rent or in the form of a clean, irrevocable letter of credit to at least one (1) year's Guaranteed Rent and, accordingly, such amount may change from time to time by notice to the Permittee during such period.

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between

the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port

Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of an payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. The Permittee hereby certifies that its I.R.S. Employer Identification Number, for the purposes of Standard Endorsement No. 23.1, is (Ex. 1)

Initialed:

For the Port Authority

For the Permittee

For the Airline

THIS SUPPLEMENT SHALL NOT BE BINDING UPON THE
PORT AUTHORITY UNTIL DULY EXECUTED BY AN EXECUTIVE OFFICER
THEREOF AND DELIVERED TO THE PERMITTEE BY AN
AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

AVIATION DEPT.
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Port Authority Permit No. ANB-257
Supplement No. 1
Facility: Newark Liberty International Airport

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, dated as of September 1, 2002, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called the 'Port Authority") and GENESCO INC. (hereinafter called the 'Permittee").

WITNESSETH, That:

WHEREAS, the Permittee and Continental Airlines, Inc. (hereinafter called the "Airline") have entered into a Sublease, dated July3, 2001 (the "Sublease"), pursuant to which the Airline leased to the Permittee a concession space at Passenger Terminal Building C (hereinafter called the "Terminal") at Newark Liberty International Airport (hereinafter called the "Airport") as therein set forth; and

WHEREAS, the Port Authority and the Permittee, as of July 3, 2001, entered into a permit agreement bearing Port Authority Permit No. ANB-257 (which permit agreement, as the same may have been or may hereafter be supplemented or amended, is hereinafter called the 'Permit"), consented and agreed to by the Airline and granting permission to operate the concession space leased pursuant to the Sublease; and

WHEREAS, the Airline and the Permittee entered into a sublease agreement ("Storage Sublease"), dated as of September 1, 2002, pursuant to which the Airline subleased to the Permittee certain storage space at the Terminal to be used solely in connection with the privileges permitted under the Permit, and the Airline and Permittee desire the Port Authority to consent to the Storage Sublease;

NOW, THEREFORE, the Port Authority and the Permittee hereby agree, effective as of September 1, 2002, as follows:

1. On the terms and conditions hereinafter set forth the Port Authority consents to the Storage Sublease.

2. On the first page of the Permit, effective as of December 17, 2001, the address of the

Port Authority stated as "One World Trade Center, New York, New York 10048" shall be deleted and, in lieu thereof, the address "225 Park Avenue South, New York, New York 10003" shall be inserted.

3. In addition to all other fees, rents and other charges payable under the Permit, the Permittee shall pay to the Port Authority the PA Share (as defined in the Permit) of a fee at the rate of Ten Thousand Three Hundred Ninety-Five Dollars and No Cents ($10,395.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Eight Hundred Sixty-Six Dollars and Twenty-Five Cents ($866.25), on September 1, 2002 and on the first day of each calendar month thereafter occurring during the period of permission under the Permit.

4. By its terms, the Storage Sublease is subject and subordinate, among other things, to the Airline Lease (as defined in the Permit) and the Permit and the Permittee is obligated to comply with all applicable terms of the Airline Lease and the Permit.

5. Except as herein amended all of the terms, covenants, conditions and provisions of the Permit shall be and remain in full force and effect including but not limited to, Special Endorsement No. 2(b)(iii).

6. No Commissioner, director, officer, agent or employee of either the Port Authority or the Permittee shall be charged personally or held contractually liable by or to the other party under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution.

7. This Supplemental Agreement, together with the Permit (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Permittee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Permittee and consented to by the Airline. The Permittee agrees that no representations or warranties shall be bindingupon the Port Authority unless expressed in writing in the Permit or in this Supplemental Agreement.

IN WITNESS WHEREOF, the parties have executed these presents as of the dayand year first above written.

THE PORT AUTHORITY OF NEW YORK
& NEW JERSEY

By: _____

(Title) Asst. Director, CCAB

GENESCO INC.

By: _____

(Title) Hal Pennington, President

Consented and agreed to
as of September 1, 2002:

CONTINENTAL AIRLINES, INC.

By: _____
Senior Vice President
Global Real Estate
and Security

(Title) President

APPROVED:

FORM	TERMS

THIS SUPPLEMENT SHALL NOT BE BINDING UPON THE
PORT AUTHORITY UNTIL DULY EXECUTED BY AN EXECUTIVE OFFICER
THEREOF AND DELIVERED TO THE PERMITTEE BY AN
AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

AVIATION DEPT.
FILE COPY

Port Authority Permit No. ANB-257
Supplement No. 2
Facility: Newark Liberty International Airport

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, dated as of April 11, 2007, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called the "Port Authority") and GENESCO INC. (hereinafter called the "Permittee").

WITNESSETH, That:

WHEREAS, the Permittee and Continental Airlines, Inc. (hereinafter called the "Airline") have entered into a Sublease, dated July 3, 2001 (the "Sublease"), pursuant to which the Airline leased to the Permittee a concession space at Passenger Terminal Building C (hereinafter called the "Terminal") at Newark Liberty International Airport (hereinafter called the "Airport") as therein set forth; and

WHEREAS, the Port Authority and the Permittee, as of July 3, 2001, entered into a permit agreement bearing Port Authority Permit No. ANB-257 (which permit agreement, as the same may have been or may hereafter be supplemented or amended, is hereinafter called the "Permit"), consented and agreed to by the Airline and granting permission to operate the concession space leased pursuant to the Sublease; and

WHEREAS, the Airline and the Permittee entered into an Amendment and Extension Agreement ("Amendment Agreement"), dated as of April 11, 2007, pursuant to which the Airline and the Permittee extended the term and amended certain other terms of the Sublease for space at the Terminal, and the Airline and Permittee desire the Port Authority to consent to the Amendment Agreement;

NOW, THEREFORE, the Port Authority and the Permittee hereby agree as follows:

1. On the terms and conditions hereinafter set forth the Port Authority consents to the Amendment Agreement.

2. Effective as of August 3, 2007, the period of the permission granted under the

Permit is hereby extended to August 31, 2012, unless sooner terminated or revoked as provided in the Permit.

3. Effective as of August 3, 2007, the following amendments shall be deemed made to Special Endorsement No. 2 of the Permit:

(a) Subparagraph (v) of paragraph (a) shall be deleted in its entirety and the following new subparagraph (v) shall be substituted in lieu thereof:

> "(v) "Annual Exemption Amount" shall mean the sum of One Million Eighty-three Thousand three Hundred Thirty-three Dollars and Thirty-three Cents ($1,083,333.33), as the same may be reduced by the operation of the proration provisions hereof and as the same may be adjusted pursuant to the Sublease. The Monthly Exemption Amount shall equal one-twelfth of the applicable Annual Exemption Amount."

(b) The first and second sentences of subparagraph (i) of paragraph (b) shall be deemed deleted and the following new first and second sentences shall be substituted in lieu thereof:

> "The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent on August 3, 2008 and on the first day of each calendar month thereafter occurring during the period of permission under this Permit at the rate of One Hundred Thirty Thousand Dollars and No Cents ($130,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Ten Thousand Eight Hundred Thirty-three Dollars and Thirty-three Cents ($10,833.33), and thereafter on the first day of each calendar month occurring during the extended period of permission under the Permit. If the Guaranteed Rent is due on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on such calendar month shall be the amount of the installment prorated on a daily basis, using the actual number of days in the subject calendar month."

4. The following amendments shall be deemed made to the Permit:

(a) Effective as of October 13, 2005, the following new sentence shall be deemed inserted after the second sentence in Section 1 of the Terms and Conditions, as amended by paragraph (a) of Special Endorsement No. 5 of the Permit:

> "Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such

revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same)."

(b) Effective as of October 13, 2005, the following new paragraph 4 shall be deemed added to Standard Endorsement No. 2.8:

"4. Effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event that upon conducting an examination and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit."

5. Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Permittee shall continue to perform the privilege granted under the Permit, after the expiration, revocation or termination of the effective period of the permission granted under the Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under the Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the

date of such expiration or the effective date of such revocation or termination, and ending on the date that the Permittee shall cease to perform the privilege at the Airport under the Permit, equal to twice the sum of the monthly fee under the Permit. Nothing herein contained shall give, or be deemed to give, the Permittee any right to continue to perform the privilege granted under the Permit at the Airport after the expiration, revocation or termination of the effective period of the permission granted under the Permit. The Permittee acknowledges that the failure of the Permittee to cease to perform the privilege at the Airport from and after the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss. The Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

6. The Permittee hereby waives its right to trial by jury in any action that may hereafter be instituted by the Port Authority against the Permittee in respect of the permission granted hereunder and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under the Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

7. The Permittee is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Permittee agrees that **Schedule G**, attached hereto and hereby made a part hereof, is incorporated by reference into the Permit and the Permittee shall comply with its terms and provisions.

8. By its terms, the Amendment Agreement is subject and subordinate, among other things, to the Airline Lease (as defined in the Permit) and the Permit and the Permittee is obligated to comply with all applicable terms of the Airline Lease and the Permit.

9. Except as herein amended all of the terms, covenants, conditions and provisions of the Permit shall be and remain in full force and effect.

10. No Commissioner, director, officer, agent or employee of either the Port Authority or the Permittee shall be charged personally or held contractually liable by or to the other party under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution.

11. This Supplemental Agreement, together with the Permit (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Permittee on the subject matter, and may not be changed, modified, discharged or extended except by

consented to by the Airline. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Permit or in this Supplemental Agreement.

IN WITNESS WHEREOF, the parties have executed these presents as of the day and year first above written.

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

By: _____

(Title) Asst. Director CCAS

GENESCO INC.

KKM

By: _____

Print Name Janus Gulini

(Title) Sr. Vice- President

Consented and agreed to
as of April 11, 2007:

CONTINENTAL AIRLINES, INC.

By: _____

(Title) Staff Vice President

Port Authority Use Only	
Approval as to Terms:	Approval as to Form:
	MLG/dmt

OK

Form F - Privilege, All Facilities
12/4/73

:For Port Authority Use Only :
: ANB-939 :

AVIATION DEPT
FILE COPY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 Park Avenue South
New York, New York 10003

PRIVILEGE PERMIT

The Port Authority of New York and New Jersey (herein called the "Port Authority") hereby grants to the Permittee hereinafter named the hereinafter described privilege at the Port Authority Facility hereinafter named, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee or fees hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. **FACILITY: Newark Liberty International Airport**
2. **PERMITTEE:** HEALTHY FOOD CONCEPTS, L.L.C., a limited liability company organized under the laws of the State of New Jersey.
3. **PERMITTEE'S ADDRESS:** 1 Penn Plaza, Suite 1514
   New York, New York 10119
4. **PERMITTEE'S REPRESENTATIVE:** Mr. Raj Patel
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** April 1, 2008
8. **EXPIRATION DATE:** August 15, 2013, or the fifth anniversary of the Rent Commencement Date, whichever is later, unless sooner revoked as provided in Section 1 of the following Terms and Conditions.
9. **ENDORSEMENTS:** 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 21.1, 22, 28, SPECIAL, Schedule G, Exhibit X

Dated: As of April 1, 2008

CONSENTED AND AGREED TO
By CONTINENTAIL AIRLINES, INC.
As of March 10, 2008

By _____

Print Name Tony Enqvist Emp. #96158

(Title) Staff Vice President
Global Real Estate
Continental Airlines, Inc

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) Asst. Director, CCAB

HEALTHY FOOD CONCEPTS, L.L.C.
Permittee

By _____

Print Name RAJ PATEL

(Title) Member

Port Authority Use Only	
Approval as to Terms:	Approval as to Form:

MLG/dmt

TERMS AND CONDITIONS

1. The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty days' written notice, by the Port Authority or terminated without cause, upon thirty days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four hours' notice if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same).Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

2. The rights granted hereby shall be exercised

(a) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,

(b) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, and employees,

(c) if the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees, or

(d) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees;

and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other person, corporation or legal entity. The Permittee shall not assign or transfer this Permit or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

4. The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the written approval of the Manager of the Facility. The Port Authority shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

6. (a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Permittee in performing or observing any term or provision of this Permit, or out of the operations of the Permittee, its officers, employees or persons who are doing business with the Permittee arising out of or in connection with the activities permitted

hereunder, or arising out of the acts or omissions of the Permittee, its officers or employees at the Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

7. The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations hereunder. The Permittee shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair

competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

(a) The term "Executive Director" shall mean the person or persons from time to-time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee, it shall mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

(b) The terms "Manager of the Facility" or "General Manager of the Facility" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Manager or General Manager (or temporary or Acting Manager or General Manager) of the Facility for the time being, or his duly designated representative or representatives.

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail or certified mail addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

15. The Permittee agrees to be bound by and comply with the provisions of all endorsements annexed to this Permit at the time of issuance.

16. No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

17. This Permit, including the attached endorsements and exhibits, if any, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof and may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

18. The Permittee hereby waives its right to trial by jury in any action that may hereafter be instituted by the Port Authority against the Permittee in respect of the permission granted hereunder and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

19. Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Permittee shall continue to perform the privilege granted under this Permit, after the expiration, revocation or termination of the effective period of the permission granted under this Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Permit or other remedies the Port Authority may have by law or otherwise, the

Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination, and ending on the date that the Permittee shall cease to perform the privilege at the Airport under the Permit, equal to twice the sum of the monthly fee under the Permit. Nothing herein contained shall give, or be deemed to give, the Permittee any right to continue to perform the privilege granted under this Permit at the Airport after the expiration, revocation or termination of the effective period of the permission granted under the Permit. The Permittee acknowledges that the failure of the Permittee to cease to perform the privilege at the Airport from and after the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss. The Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

(a) Use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of

such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

4. Effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event that upon conducting an examination and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefor at the Airport;

(b) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(c) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

As used in the above subsections "service" shall include furnishing of parts, materials and supplies (including sale thereof).

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Permittee of the promises and obligations contained in this Permit is therefore a special consideration and inducement to the issuance of this Permit by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Permit, the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Endorsement in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons, including the United States of America, resulting from the Permittee's noncompliance with any of the provisions of this Endorsement, and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material

may be placed therein; said receptacles being provided and maintained by the Permittee. The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Airport, including any Space covered by this Permit, or for the safe and efficient operation of the Airport, including any Space covered by this Permit. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five (5) days before the Permittee shall be required to comply therewith.

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

Notwithstanding any other provision of this Permit, the permission hereby granted shall in any event terminate with the expiration or termination of the lease of Newark Liberty International Airport from the City of Newark to the Port Authority under the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex on October 30, 1947 in Book E-110 of Deeds at pages 242, et seq. No greater rights and privileges are hereby granted to Permittee than the Port Authority has power to grant under said agreement as supplemented or amended as aforesaid.

"Newark Liberty International Airport" or "Airport" shall mean the land and premises in the County of Essex and State of New Jersey, which are westerly of the right of way of the Central Railroad of New Jersey and are shown upon the exhibit attached to the said agreement between the City and the Port Authority and marked "Exhibit A", as contained within the limits of a line of crosses appearing on said exhibit and designated "Boundary of terminal area in City of Newark", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

The Port Authority has agreed by a provision in its agreement of lease with the City covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City and of it various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

(1) The Permittee in its own name as assured shall secure and pay the premium or premiums for such of the following policies of insurance with respect to which minimum limits are fixed in the schedule below. Each such policy shall be maintained in at least the limit fixed with respect thereto, shall cover the operations of the Permittee under this Permit, and shall be effective throughout the effective period:

SCHEDULE

	Policy	Minimum Limit
(a)	Commercial general liability insurance (to include contractual liability endorsement)	
	(1) Bodily-injury liability:	
	For injury or wrongful death to one person:	$2,000,000.00
	For injury or wrongful death to more than one person in any one occurrence:	$2,000,000.00
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$2,000,000.00
	(3) Products liability:	$2,000,000.00
(b)	Automotive liability insurance:	
	(1) Bodily-injury liability	
	For injury or wrongful death to one person:	$
	For injury or wrongful death to more than one person in any one occurrence:	$
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$
(c)	Plate and mirror glass insurance, covering all plate and mirror glass in the premises, and the lettering, signs, or decorations, if any, on such plate and mirror glass:	$
(d)	Boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$
(e)	"Additional Interest" policy of boiler and machinery insurance, covering all boilers, pressure vessels and	

machines operated by the Permittee in the Space: $

(2) The Port Authority shall be named as an additional insured in any policy of liability insurance required by this Endorsement, unless the Port Authority shall, at any time during the effective period of this Permit, direct otherwise in writing, in which case the Permittee shall cause the Port Authority not to be so named.

(3) Every policy of insurance on property other than that of the Permittee required by this Endorsement shall name the Port Authority as the owner of property, unless the Space is located in an area as to which the Port Authority is itself a lessee, in which case the Port Authority shall be named as the lessee and the owner shall be named as the owner, and the policy shall be endorsed substantially as follows:

> "Loss, if any, under this policy, as to the interest of the owner and as to the interest of the Port Authority of New York and New Jersey, shall be adjusted solely with the Port Authority, and all proceeds under this policy shall be paid solely to the Port Authority."

(4) The "Additional Interest" policy of boiler and machinery insurance required by this Endorsement shall provide protection under Sections 1 and 2 only of the Insuring Agreements of the form of policy approved for use as of the date hereof by the National Bureau of Casualty Underwriters, New York, New York.

(5) As to any insurance required by this Endorsement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority within ten (10) days after the execution of this Permit. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving ten (10) days' written notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, of if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

(6) Each policy of insurance required by this Endorsement shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters and the New York Fire Insurance Exchange, or if the Permittee's operations hereunder are in New Jersey, the National Board of Fire Underwriters and The Fire Insurance Rating Organization of N.J., and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Endorsement, any fire insurance, extended coverage or rental insurance rate on the Airport or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

The Permittee shall not do or permit to be done any act which

(a) will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereon, or

(b) will increase the rate of any fire insurance, extended coverage or rental insurance on the Airport or any part thereof or upon the contents of any building thereon, or

(c) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or

(d) may cause or produce upon the Airport any unusual, noxious or objectionable smokes, gases, vapors or odors, or

(e) may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Airport, or

(f) shall constitute a nuisance in or on the Airport or which may result in the creation, commission or maintenance of a nuisance in or on the Airport.

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

If any type of strike or other labor activity is directed against the Permittee at the Facility or against any operations pursuant to this Permit resulting in picketing or boycott for a period of at least forty-eight (48) hours, which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Facility or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this Permit, effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

SPECIAL ENDORSMENTS

1. (a) By agreement of lease, dated as of January 11, 1985 bearing Port Authority file No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease") the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of March 10, 2008 (hereinafter called the "Sublease"), under which the Permittee has agreed to operate certain consumer services in locations the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate at the Terminal a first-class food and beverage concession facility, under the trade name "Jamba Juice", offering juices, blended drinks (including but not limited to smoothies, whether hot or cold), tea and tea based drinks, and other beverages, soups, baked goods, sandwiches, salads, health products (including but not limited to, health foods,

health oriented books and nutritional products), juice related equipment and supplies; and such other related products as may be consented to in advance by the Airline and the Port Authority and for no other purpose whatsoever.

(c) The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

(d) The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information)), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which

otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record- keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Annual Exemption Amount" shall mean the sum of Six Hundred Twenty-six Thousand Six Hundred Sixty-six Dollars and Sixty-seven Cents ($626,666.67) as the same may be reduced by the operation of the proration provisions hereof and as the same may be adjusted pursuant to the Sublease. The Monthly Exemption Amount shall equal one-twelfth of the Annual Exemption Amount.

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of Ninety-four Thousand Dollars and No Cents ($94,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Seven Thousand Eight Hundred Thirty-three Dollars and Thirty-three Cents ($7,833.33), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit. If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Enplanements, pursuant to the terms of the Sublease.

(ii) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(iii) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable)) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority a monthly percentage rent equivalent to the PA Share equal to fifteen percent (15%) of all gross receipts of the Permittee in excess of the Monthly Exemption Amount arising during the effective period of permission hereunder.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage(s) stated in paragraph (c) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentage(s) applicable thereto. Whenever any monthly

statement shall show that (A) the applicable percentages set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable Monthly Exemption Amount, established for the monthly period, or (B) the applicable percentages set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Annual Exemption Amount, established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable Monthly Exemption Amounts, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Annual Exemption Amount, less the total of all percentage rent payments previously made for such annual period. At any time that the Monthly Exemption Amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated Annual Exemption Amount(s) established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being

applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) April 1, 2008,

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. The Permittee shall be required to make a minimum initial capital investment (excluding furniture, fixtures and equipment) to ready the Space for initial occupancy and operations in an amount equal to Two Hundred Dollars ($200) per square foot. Nothing herein shall reduce the Permittee's obligations to comply with the Port Authority's Tenant Alteration and Application process and the Airline's design specifications and standards, nor reduce any obligation of the Permittee under the Sublease to maintain, improve or refurbish the Space during the term of the subletting.

5. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section l of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

"Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be

jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same). Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

"If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(e) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

> "In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(h) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(i) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

> (ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".

(iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(j) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

(k) Notwithstanding the provisions of Standard Endorsement 21.1 annexed to this Permit, the Port Authority (as well as the Airline and the Manager) shall be named as an additional insured in any policy of liability insurance required by the provisions of this Permit and each such policy of insurance so required shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(l) The policies referred to in Standard Endorsement 21.1 shall provide or contain an endorsement providing that:

(i) the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority, and

(ii) the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Permittee shall be the same as the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person as if the Port Authority were the named insured thereunder,

but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

(m) Without limiting the generality of the provisions of Standard Endorsement 23.1, the Permittee agrees that notwithstanding the sum stated to be the security deposit to be delivered to the Port Authority upon execution of this Permit, the security amount required hereunder shall at all times during the period of permission be an amount equal to at least three (3) months' Guaranteed Rent in cash or bonds (as described in said Standard Endorsement) or at least twelve (12) months' Guaranteed Rent in the form of a clean irrevocable letter of credit

satisfactory to the Port Authority and, accordingly, such amount may change from time to time by notice to the Permittee during such period.

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

(g) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

SPECIAL ENDORSMENTS

(1) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, not unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(2) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(3) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to an assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of an payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port

Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority , and payable in the Port of New York District in the amount of Thirty-one Thousand Dollars and No Cents ($31,000.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security hereunder. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made in accordance with the provisions of this Permit. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive

such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to constitute a waiver of any default by the Permittee under the terms of this Permit and all remedies of the Port Authority consequent upon such default shall not be affected by the existence of any recourse to any such letter of credit.

(b) The Permittee hereby certifies that its Federal Tax Identification Number is (Ex. 1) for the purposes of this Special Endorsement.

(c) The Permittee acknowledges and agrees that the Port Authority reserves the right, at its sole discretion, to adjust at any time and from time to time upon fifteen (15) days notice to the Permittee, the security deposit amount as set forth in paragraph (a). Not later than the effective date set forth in said notice the Permittee shall deposit with the Port Authority the new security deposit amount as set forth in and in such form as requested by said notice which new amount (including without limitation an amendment to or a replacement of the letter of credit) shall thereafter constitute the security deposit subject to this Special Endorsement.

13. The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement or any management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23. The Permittee agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreement. Further, the Permittee agrees to comply with the terms and provisions of Schedule G, attached hereto and hereto made a part hereof.

14. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under this Permit, the Permittee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Permittee recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Permittee shall immediately give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all impending or existing labor-related disruptions and the progress thereof.

If any type of strike, picketing, boycott or other labor-related disruption is

directed against the Permittee at the Terminal, or against its operations thereat pursuant to this Permit, which in the opinion of the Port Authority (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(b) Labor peace agreement. The Permittee represents that, prior to or upon entering into this Supplemental Agreement, it has delivered to the Port Authority evidence of a signed labor peace agreement, in the form attached hereto as Exhibit X or in the event Exhibit X is inapplicable, then a signed officer's certification to such effect in the required form provided by the Port Authority.

(c) Employee Retention. If the Permittee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Space (the "Predecessor Concession"), the Permittee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Permittee at the Space. The foregoing requirement shall be subject to the Permittee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Permitte shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space. The Port Authority shall have the right to demand from the Permittee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision. In the event the Permittee fails to comply with this provision, the Port Authority have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

SPECIAL ENDORSMENTS

(d) Applicability of Provision. The provisions of this section shall apply to concession operators which employ ten (10) or more persons at the Space.

OPC
For the Port Authority

Initialed:

For the Permittee

TG
For the Airline

SCHEDULE G

Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation

In accordance with regulations of the US Department of Transportation 49 CFR Part 23, the Port Authority has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE) program under which qualified firms may have the opportunity to operate an airport business. The Port Authority has established an ACDBE participation goal, as measured by the total estimated annual gross receipts for the overall concession program. The goal is modified from time to time and posted on the Port Authority's website: www.panynj.gov.

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. The Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint ventures in which ACDBEs control a distinct portion of the joint venture business and/or purchase of goods and services from ACDBEs. In connection with the aforesaid good faith efforts, as to those matters contracted out by the Concessionaire in its performance of this agreement, the Concessionaire shall use, to the maximum extent feasible and consistent with the Concessionaire's exercise of good business judgment including without limit the consideration of cost competitiveness, a good faith effort to meet the Port Authority's goals. Information regarding specific good faith steps can be found in the Port Authority's ACDBE Program located on its above-referenced website. In addition, the Concessionaire shall keep such records as shall enable the Port Authority to comply with its obligations under 49 CFR Part 23 regarding efforts to offer opportunities to ACDBEs.

Qualification as an ACDBE

To qualify as an ACDBE, the firm must meet the definition set forth below and be certified by the New York State or New Jersey Uniform Certification Program (UCP). The New York State UCP directory is available on-line at www.nysucp.net and the New Jersey UCP at www.njucp.net.

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed $47.78 million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily

business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of part 23 is $750,000.

The ACDBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Port Authority makes a rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged":

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the Port Authority, as a certifying partner in the New York State and New Jersey UCPs will

determine whether the individual is socially or economically disadvantaged under the criteria established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP directories but which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee, the term Concessionaire shall mean the Lessee herein.

For the Port Authority

Initialed:

For the Permittee

TE

For the Airline

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into by and between Healthy Food Concepts, LLC (hereinafter the "Employer"), and UNITE HERE (the "Union").

1. This Agreement shall cover all employees covered in classifications listed in Exhibit A (referred to hereinafter as "Employees") in a unit of all food and beverage, retail, news and gifts and duty free operations ("Operations") at Newark Liberty International Airport ("Airport"), which during the term of this Agreement are operated by or substantially under the control of the Employer. The term "Employer" shall be deemed to include any person, firm, partnership, corporation, joint venture or other legal entity substantially under the control of the Employer covered by this Agreement, or one or more principal(s) of the Employer covered by this Agreement, or a subsidiary of the Employer covered by this Agreement, or any person, firm, partnership, corporation, joint venture or other legal entity which substantially controls the Employer covered by this Agreement.

2. The parties hereby establish the following procedure for the purpose of ensuring an orderly environment for the exercise by the Employees of their rights under Section 7 of the National Labor Relations Act and to avoid picketing and/or other economic action directed at the Employer in the event the Union decides to conduct an organizing campaign among Employees.

3. The parties mutually recognize that national labor law guarantees employees the right to form or select any labor organization to act as their exclusive representative for the purpose of collective bargaining with their employer, or to refrain from such activity.

4. The Employer will take a neutral approach to unionization of Employees. The Employer will not do any action nor make any statement that will directly or indirectly state or imply any opposition by the Employer to the selection by such Employees of a collective bargaining agent, or preference for or opposition to any particular union as a bargaining agent.

5. The Union and its representatives will not coerce or threaten any Employee in an effort to obtain authorization cards.

6. If the Union provides written notice to the Employer of its intent to organize Employees covered by this Agreement, the Employer shall provide access to its premises and to such Employees by the Union in accordance with the conditions set forth in this paragraph. The Union may engage in organizing efforts in non-work areas during Employees' non-working times (before work, after work, and during meals and breaks) and/or during such other periods as the parties may mutually agree upon. "Organizing" includes communicating with Employees before and after recognition of the Union as provided in Paragraph 8. The Employer shall request the granting of security clearance from the appropriate authority and use its best efforts to obtain clearance for the organizers. The Union shall exercise due care so that its access to Employees does not disrupt the Employer's business or violate any security regulations.

7. Within ten (10) days following receipt of written notice of intent to organize Employees, the Employer will furnish the Union with a complete list of Employees, including both full and part-time Employees, showing their job classifications, departments, including terminals, and addresses. Thereafter, the Employer will provide updated complete lists monthly upon request of the Union.

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8. The Union may request recognition as the exclusive collective bargaining agent for the Employees in a unit consisting of all the Operations. The Union may request recognition at any time a substantial and representative complement of Employees is actively at work in the Operations, even if some of the Operations have not yet opened at the time the Union makes its request. The Arbitrator identified in Paragraph 12, or another person mutually agreed to by Employer and Union, will conduct a review of Employees' authorization cards and membership information submitted by the Union in support of its claim to represent a majority of such Employees. The review shall involve a comparison of the authorization card signatures of the Employees to W-4 or I-9 forms for such Employees provided to the Arbitrator by the Employer. The identity of all card-signers shall be kept confidential from the Employer. Such review shall take place no more than ten days after the Union's request absent mutual agreement to extend time. If that review establishes that a majority of such Employees has designated the Union as their exclusive collective bargaining representative or joined the Union, the Employer will recognize the Union as such representative of such Employees. The Employer will not file a petition with the National Labor Relations Board for any election in connection with any demands for recognition provided for in this agreement or file a notice of voluntary recognition with the NLRB, so that the decision of when and whether to provide such notice is within the sole discretion of the Union. If the Union notifies the NLRB of recognition pursuant to this Agreement, the Employer shall post the NLRB notice of recognition in accordance with the instructions from the NLRB immediately upon receipt of the notice. The Union and the Employer agree that if any other person or entity petitions the National Labor Relations Board for any election as a result of or despite recognition of the Union pursuant to this Paragraph, (a) if the NLRB notice has been posted for 45 days before the petition is filed (a condition that applies only to this subparagraph (a)), the Employer and the Union will each request that the NLRB dismiss the petition on grounds of recognition bar or, if they have agreed to a collective bargaining agreement covering Employees at the time the petition is filed, on grounds of contract bar, (b) if the petition is not dismissed, the Employer and the Union shall agree to a full consent election agreement under Section 102.62(c) of the NLRB's Rules and Regulations, and (c) the Employer and the Union shall at all times abide by the provisions of this Agreement except that the Union may file unfair labor practice charges. Except as provided above, the Union and the Employer will not file any charges with the National Labor Relations Board in connection with any act or omission occurring within the context of this agreement; arbitration under Paragraph 12 shall be the exclusive remedy.

9. If the Union is recognized as the exclusive collective bargaining representative as provided in paragraph 8, negotiations for a collective bargaining agreement shall be commenced immediately. To ensure labor peace throughout the collective bargaining process, if the parties are unable to reach agreement on a collective bargaining agreement within 60 days after the Union's request for collective bargaining, all unresolved issues shall be submitted for resolution to final and binding arbitration pursuant to Paragraph 12. The arbitrator identified in paragraph 12 below shall be the arbitrator, unless another arbitrator is mutually agreed to by the parties. The arbitrator shall be guided by, but not limited to, the following considerations: (a) Wages, hours and other terms and conditions of employment of the Employer's competitors; (b) The Employer's financial capacity (if the Employer places this in issue); (c) Cost of living as it affects the Employees; (d) Ability of Employees to earn a living wage for the support of themselves and their families; and (e) Regional and local market conditions.

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10. During the life of this Agreement, the Union will not engage in picketing or other economic activity at the Airport, and the Employer will not engage in a lockout of the Employees. If the Employer recognizes any union besides Union as the exclusive collective bargaining representative of Employees, or any of them, this paragraph shall terminate immediately and without notice.

11. In the event that the Employer sells, transfers, or assigns all or any part of its right, title, or interest in the Operations or substantially all of the assets used in the Operations, or in the event there is a change in the form of ownership of the Employer, the Employer shall give the Union reasonable advance notice thereof in writing, and the Employer further agrees that as a condition to any such sale, assignment, or transfer, the Employer will obtain from its successor or successors in interest a written assumption of Paragraphs 4, 6, 7, 8, 9, 12, 13, and14 of this Agreement, provided the Union agrees contemporaneously to assume Paragraphs 5 and 10 of this Agreement, and furnish a copy thereof to the Union, in which event the assignor shall be relieved of its obligations hereunder to the extent that the assignor has fully transferred its right, title, or interest.

12. The parties agree that any disputes over the interpretation or application of this Agreement shall be submitted to expedited and binding arbitration, with Dan Silverman of New York serving as the arbitrator. If he is unavailable to serve within thirty (30) calendar days of notification then Ralph Berger of New York or another mutually acceptable person, shall be the arbitrator. The arbitrator shall have the authority to determine the arbitration procedures to be followed. The arbitrator shall also have the authority to order the non-compliant party to comply with this Agreement. The parties hereto agree to comply with any order of the arbitrator, which shall be final and binding. The United States District Court for the Southern District of New York shall have exclusive jurisdiction in any action concerning arbitration under this Agreement. The parties hereto agree to comply with any order of the arbitrator, which shall be final and binding, and furthermore consent to the entry of any order of the arbitrator as the order or judgment of the court, without entry of findings of fact and conclusions of law.

13. This Agreement shall be in full force and effect from the date it is fully executed on behalf of the Employer and the Union until the expiration of the Employer's contract(s) with the Airport or the Airport's agent, or if sooner upon execution of a collective bargaining agreement, which explicitly supersedes this document.

14. No copies of the Agreement shall be disclosed to anyone unaffiliated with the Union, Employer or Employees except as required by law or as part of any arbitration proceeding under this MOA. Employer will submit Exhibit X to the Port Authority as evidence of its signed labor peace agreement.

IN WITNESS WHEREOF, the parties hereto by their duly designated representatives have hereunto set their hands.

FOR THE EMPLOYER:	FOR THE UNION:
Healthy Food Concepts, LLC	UNITE HERE
AVIAF ISAN'	Erica Bader

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Date: 3/26/09 Date: 3/26/09

EXHIBIT A

All regular full-time and regular part-time food and beverage, retail clerk, stocking and warehouse employees, including lead employees and working supervisors who are not authorized to hire, fire or effectively recommend discipline, and excluding supervisors, managers and guards as defined in the National Labor Relations Act.

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EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

Healthy Food Concepts, LLC (the "Company") has complied with board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:

Healthy Food Concepts, LLC
At Newark Liberty International Airport

BY: Isam ALTAF ISAM

DATE: 3/26/09

FOR THE UNION:

UNITE HERE

BY: [illegible]

DATE: 3/26/09

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Form F - Privilege, All Facilities
12/4/73

:For Port Authority Use Only :
: ANB- 937 :

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 Park Avenue South
New York, New York 10003

PRIVILEGE PERMIT

The Port Authority of New York and New Jersey (herein called the "Port Authority") hereby grants to the Permittee hereinafter named the hereinafter described privilege at the Port Authority Facility hereinafter named, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee or fees hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. **FACILITY:** **Newark Liberty International Airport**
2. **PERMITTEE:** **AMS-CV Newark, JV**, a Delaware joint venture between Airport Management Services, LLC and Concourse Ventures, Inc., and
   Airport Management Services, LLC, a Delaware limited liability company; and
   Concourse Ventures, Inc., a Louisiana corporation;

   the aforesaid joint venturer and its joint venturers being jointly and severally liable hereunder and being collectively referred to herein as the Permittee
3. **PERMITTEE'S ADDRESS:**
   (a) AMS-CV Newark, JV: One Meadowlands Plaza, East Rutherford, New Jersey 07073
   (b) Airport Management Services, LLC, One Meadowlands Plaza, East Rutherford, New Jersey 07073
   (c) Concourse Ventures, Inc., 2373 North Hobart Ave., Los Angeles, CA 90027
4. **PERMITTEE'S REPRESENTATIVE:**
   (a) AMS-CV Newark, JV. Michael R. Mullaney
   (b) Airport Management Services, LLC: Michael R. Mullaney
   (c) Concourse Ventures, Inc.. Dale Mason Cochran
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** February 23, 2001
8. **EXPIRATION DATE:** March 31, 2012, unless sooner revoked as provided in Section 1 of the following Terms and Conditions.

9. **ENDORSEMENTS: 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 21.1, 28 and SPECIAL, Schedule G**

Dated: As of February 23, 2001

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____
Ronald DePose
Title Asst. Director, CCAS

AMS-CV NEWARK, JV

By: Airport Management Services, LLC, a joint venturer

Michael R. Mullaney
Executive Vice President
Corporate Services & Development

By _____
Print Name _____
Title Member/Manager

By: Concourse Ventures, Inc.

By _____
Print Name Dale Mason Cochran
(Title) President

Airport Management Services, LLC

Michael R. Mullaney
Executive Vice President
Corporate Services & Development

By _____
Print Name _____
Title Member/Manager

Concourse Ventures, Inc.

By _____
Print Name Dale Mason Cochran
(Title) President

CONSENTED AND AGREED TO as of February 23, 2001:

CONTINENTAL AIRLINES, INC.

By _____
(Title) VICE President
CORPORATE REAL ESTATE

Port Authority Use Only	
Approval as to Terms:	Approval as to Form.
	MLG

1 The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty days' written notice, by the Port Authority or terminated without cause, upon thirty days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four hours' notice if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same).Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

2. The rights granted hereby shall be exercised

(a) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,

(b) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, and employees,

(c) if the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees,

(d) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees, or

(e) if the Permittee is a limited liability company, by the Permittee acting only through the medium of its members, managers and employees;

and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other person, corporation or legal entity. The Permittee shall not assign or transfer this Permit or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

3 This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

4. The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the written approval of the Manager of the Facility. The Port Authority shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

6. (a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons, including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any of the operations, acts or omissions of the Permittee hereunder.

(b) The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any way connected with this Permit. Without in any way limiting its obligations under the preceding paragraph (a) hereof, the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any way connected with this Permit.

(c) If so directed, the Permittee shall at its own expense defend any suit based on any claim or demand referred to in the foregoing paragraphs (a) or (b) (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining the prior written consent of the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its governmental nature or the provisions of any statutes respecting the Port Authority.

(d) In the event of any injury or death to any person (other than employees of the Permittee) at the Facility when caused by the Permittee's operations, acts or omissions of the Permittee hereunder, or damage to any property (other than the Permittee's property) at the Facility when caused by the Permittee's operations, acts or omissions of the Permittee hereunder, the Permittee shall immediately notify the Port Authority and promptly thereafter furnish to the Port Authority copies of all reports given to the Permittee's insurance carrier.

7. The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations hereunder. The Permittee shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

10. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

11. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

12. As used herein:

(a) The term "Executive Director" shall mean the person or persons from time to-time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee, it shall mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

(b) The terms "Manager of the Facility" or "General Manager of the Facility" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Manager or General Manager (or temporary or Acting Manager or General Manager) of the Facility for the time being, or his duly designated representative or representatives.

13. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail or certified mail addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

14. The Permittee agrees to be bound by and comply with the provisions of all endorsements annexed to this Permit at the time of issuance.

15. No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

16. This Permit, including the attached endorsements and exhibits, if any, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof and may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

17. The Permittee hereby waives its right to trial by jury in any action that may hereafter be instituted by the Port Authority against the Permittee in respect of the permission granted hereunder and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

18. Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Permittee shall continue to perform the privilege permitted hereunder, after the expiration, revocation or termination of the effective period of the permission granted under this Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination and ending on the date that the Permittee shall cease to perform the privilege at the Facility equal to twice the rate payable to the Port Authority by the Permittee under this Permit. Nothing herein contained shall give, or be deemed to give, the Permittee any right to continue to perform the privilege at the Facility after the expiration, revocation or termination of the effective period of the permission granted under this Permit. The Permittee acknowledges that the failure of the Permittee to cease to perform the privilege at the Facility from and after the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss. The Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

(a) Use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(b) Not divert or cause or allow to be diverted, any business from the Airport;

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anyway connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder

4. Effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event that upon conducting an examination

and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

STANDARD ENDORSEMENT NO. 4.1
MERCHANDISE AND/OR SERVICES
All Airports
7/21/49

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis: each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefor at the Airport;

(b) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(c) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

As used in the above subsections "service" shall include furnishing of parts, materials and supplies (including sale thereof).

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Permittee of the promises and obligations contained in this Permit is therefore a special consideration and inducement to the issuance of this Permit by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Permit, the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Endorsement in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons, including the United States of America, resulting from the Permittee's noncompliance with any of the provisions of this Endorsement, and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee.

The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Airport, including any Space covered by this Permit, or for the safe and efficient operation of the Airport, including any Space covered by this Permit. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five (5) days before the Permittee shall be required to comply therewith.

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

Notwithstanding any other provision of this Permit, the permission hereby granted shall in any event terminate with the expiration or termination of the lease of Newark Liberty International Airport from the City of Newark to the Port Authority under the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex on October 30, 1947 in Book E-110 of Deeds at pages 242, et seq. No greater rights and privileges are hereby granted to Permittee than the Port Authority has power to grant under said agreement as supplemented or amended as aforesaid.

"Newark Liberty International Airport" or "Airport" shall mean the land and premises in the County of Essex and State of New Jersey, which are westerly of the right of way of the Central Railroad of New Jersey and are shown upon the exhibit attached to the said agreement between the City and the Port Authority and marked "Exhibit A", as contained within the limits of a line of crosses appearing on said exhibit and designated "Boundary of terminal area in City of Newark", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

The Port Authority has agreed by a provision in its agreement of lease with the City covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City and of it various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

(1) The Permittee in its own name as assured shall secure and pay the premium or premiums for such of the following policies of insurance with respect to which minimum limits are fixed in the schedule below. Each such policy shall be maintained in at least the limit fixed with respect thereto, shall cover the operations of the Permittee under this Permit, and shall be effective throughout the effective period:

SCHEDULE

	Policy	Minimum Limit
(a)	Commercial general liability insurance (to include contractual liability endorsement)	
	(1) Bodily-injury liability:	
	For injury or wrongful death to one person:	$2,000,000.00
	For injury or wrongful death to more than one person in any one occurrence:	$2,000,000.00
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$2,000,000.00
	(3) Products liability:	$2,000,000.00
(b)	Automotive liability insurance:	
	(1) Bodily-injury liability	
	For injury or wrongful death to one person:	$
	For injury or wrongful death to more than one person in any one occurrence:	$
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$
(c)	Plate and mirror glass insurance, covering all plate and mirror glass in the premises, and the lettering, signs, or decorations, if any, on such plate and mirror glass:	$
(d)	Boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$
(e)	"Additional Interest" policy of boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$

(2) The Port Authority shall be named as an additional insured in any policy of liability insurance required by this Endorsement, unless the Port Authority shall, at any time during the effective period of this Permit, direct otherwise in writing, in which case the Permittee shall cause the Port Authority not to be so named.

(3) Every policy of insurance on property other than that of the Permittee required by this Endorsement shall name the Port Authority as the owner of property, unless the Space is located in an area as to which the Port Authority is itself a lessee, in which case the Port Authority shall be named as the lessee and the owner shall be named as the owner, and the policy shall be endorsed substantially as follows:

> "Loss, if any, under this policy, as to the interest of the owner and as to the interest of the Port Authority of New York and New Jersey, shall be adjusted solely with the Port Authority, and all proceeds under this policy shall be paid solely to the Port Authority."

(4) The "Additional Interest" policy of boiler and machinery insurance required by this Endorsement shall provide protection under Sections 1 and 2 only of the Insuring Agreements of the form of policy approved for use as of the date hereof by the National Bureau of Casualty Underwriters, New York, New York.

(5) As to any insurance required by this Endorsement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority within ten (10) days after the execution of this Permit. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving thirty (30) days' written notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, of if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

(6) Each policy of insurance required by this Endorsement shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

If any type of strike or other labor activity is directed against the Permittee at the Facility or against any operations pursuant to this Permit resulting in picketing or boycott for a period of at least forty-eight (48) hours, which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Facility or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this Permit, effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

SPECIAL ENDORSMENTS

1. (a) By agreement of lease, dated as of January 11, 1985 bearing Port Authority file No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease") the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee are parties to a sublease agreement, dated as of February 23, 2001, as extended by Extension Agreement, dated as of November 30, 2006, and as further amended and extended by Second Amendment and Extension Agreement, dated as of August 31, 2007 (pursuant to which Second Amendment and Extension Agreement the sublease was also assigned to the Permittee by World Concourse Ventures, LLC, a Delaware limited liability company) (the sublease, as extended, amended and assigned hereinafter called the "Sublease"). Pursuant to the Sublease, the Permittee has agreed to operate certain consumer services in locations the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate one first-class concession at the Terminal for the purpose of the sale at retail

of newspapers, magazines and periodicals and certain other items expressly identified for sale in the Sublease, as well as the incidental sale at retail of gifts, souvenir apparel, souvenirs, novelties and traveler-related gifts, and for no other purpose whatsoever.

(c) The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

(d) The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information)), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods

thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; provided, however, that effective as of August 31, 2007 it is understood and agreed that no discount shall be required or shall be given with respect to the sale of any newspapers, magazines and tobacco; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record-keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the following rate:

(1) for the period from the Rent Commencement Date to and including November 30, 2006, Two Hundred Thirty Thousand Dollars and No Cents ($230,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Nineteen Thousand One Hundred Sixty-six Dollars and Sixty-seven Cents ($19,166.67);

(2) for the period from December 1, 2006 to and including August 31, 2007, One Hundred Twelve Thousand Five Hundred Dollars for such nine-month period, payable in advance in equal, consecutive monthly installments equal to the PA Share of Twelve Thousand Five Hundred Dollars and No Cents ($12,500.00); and

(3) for the period from September 1, 2007 to and including March 31, 2012, One Hundred Fifty Thousand Dollars and No Cents ($150,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Twelve Thousand Five Hundred Dollars and No Cents ($12,500.00),

on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the relevant period of permission under this Permit. If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Enplanements, pursuant to the terms of the Sublease.

(ii) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall

be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(iii) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable)) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority an annual percentage rent equivalent to the PA Share of the following percentage of the Permittee's gross receipts arising during the effective period of permission hereunder:

(i) fourteen percent (14%) of all gross receipts of the Permittee on Category A Products, retail display allowances and other promotional incentives; and

(ii) twenty-eight percent (28%) of all gross receipts of the Permittee on Category B Products.

The terms Category A Products and Category B Products shall have the meanings ascribed to them in the Sublease.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage(s) stated in paragraph (c) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentages applicable thereto. Whenever any monthly statement

shall show that (A) the applicable percentages set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable Monthly Exemption Amount, established for the monthly period, or (B) the applicable percentages set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Annual Exemption Amount, established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable Monthly Exemption Amounts, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Annual Exemption Amount, less the total of all percentage rent payments previously made for such annual period. At any time that the Monthly Exemption Amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated Annual Exemption Amount(s) established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder

shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) December 1, 2001

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. The Permittee shall be required to make a minimum initial capital investment (excluding furniture, fixtures and equipment) to ready the Space for initial occupancy and operations in an amount equal to Two Hundred Dollars ($200) per square foot. Nothing herein shall reduce the Permittee's obligations to comply with the Port Authority's Tenant Alteration and Application process and the Airline's design specifications and standards, nor reduce any obligation of the Permittee under the Sublease to maintain, improve or refurbish the Space during the term of the subletting.

5. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

> "Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

> "If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(e) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

> "In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(h) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements

set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(i) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

(ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".

(iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(j) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

(k) Notwithstanding the provisions of Standard Endorsement 21.1 annexed to this Permit, the Port Authority (as well as the Airline and the Manager) shall be named as an additional insured in any policy of liability insurance required by the provisions of this Permit and each such policy of insurance so required shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(l) The policies referred to in Standard Endorsement 21.1 shall provide or contain an endorsement providing that:

(i) the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority, and

(ii) the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Permittee shall be the same as the protections afforded the Permittee thereunder with respect to

any claim or action against the Permittee by a third person as if the Port Authority were the named insured thereunder,

but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

(m) Without limiting the generality of the provisions of Standard Endorsement 23.1, the Permittee agrees that notwithstanding the sum stated to be the security deposit to be delivered to the Port Authority upon execution of this Permit, the security amount required hereunder shall at all times during the period of permission be an amount equal to at least three (3) months' Guaranteed Rent in cash or bonds (as described in said Standard Endorsement) or at least twelve (12) months' Guaranteed Rent in the form of a clean irrevocable letter of credit satisfactory to the Port Authority and, accordingly, such amount may change from time to time by notice to the Permittee during such period.

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the

Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

(g) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, not unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(2) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(3) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to an assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of an payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port

Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. (a) Upon the execution of this Agreement by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of the Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority, and payable in the Port of New York District in the amount of Thirty Seven Thousand Five Dollars and No Cents ($37,500.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission granted under the Permit, as extended hereby, and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is an appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless the letter of credit is replaced by another letter of credit satisfactory to the Port Authority by a date not later than twenty (20) days prior to the effective date of cancellation, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security. Failure to provide such a letter of credit at any time during the effective period of the permission granted under the Permit, as extended hereby, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit, shall be deemed to be a breach of the Permit on the part of the Permittee. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee, upon demand by the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to be a waiver of any default by the Permittee under the terms of the Permit, and all remedies under the Permit and of the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit.

(b) For the purposes of this paragraph, the Permittee hereby certifies that its federal tax identification number is .

(b) The Permittee acknowledges and agrees that the Port Authority reserves the right, in its sole discretion at any time and from time to time upon fifteen (15) days' notice to the Permittee, to adjust the amount of the letter of credit as set forth above in subparagraph (a). Not later than the effective date set forth in said notice by the Port Authority the Permittee shall furnish an amendment to, or a replacement of, the letter of credit providing for such adjusted amount of the letter of credit, and such adjusted (or replaced) letter of credit shall thereafter constitute the letter of credit required under this paragraph.

13. This Permit is subject to the requirements of the United States Department of *Transportation's regulations 49 CFR Part 23. The Permittee agrees that it will not* discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement or any management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23. The Permittee agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreement. Further, the Permittee agrees to comply with the terms and provisions of Schedule G, attached hereto and hereto made a part hereof.

Initialed:

OAC
For the Port Authority

For the Permittee (AMS-CV Newark, JV)

For the Permittee (Airport Management Services, LLC)

Dmc
For the Permittee (Concourse Ventures, Inc.)

KG
For the Airline

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

In accordance with regulations of the US Department of Transportation 49 CFR Part 23, the Port Authority has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE) program under which qualified firms may have the opportunity to operate an airport business. The Port Authority has established an ACDBE participation goal, as measured by the total estimated annual gross receipts for the overall concession program. The goal is modified from time to time and posted on the Port Authority's website: www.panyni.gov.

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. The Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint ventures in which ACDBEs control a distinct portion of the joint venture business and/or purchase of goods and services from ACDBEs. In connection with the aforesaid good faith efforts, as to those matters contracted out by the Concessionaire in its performance of this agreement, the Concessionaire shall use, to the maximum extent feasible and consistent with the Concessionaire's exercise of good business judgment including without limit the consideration of cost competitiveness, a good faith effort to meet the Port Authority's goals. Information regarding specific good faith steps can be found in the Port Authority's ACDBE Program located on its above-referenced website. In addition, the Concessionaire shall keep such records as shall enable the Port Authority to comply with its obligations under 49 CFR Part 23 regarding efforts to offer opportunities to ACDBEs.

Qualification as an ACDBE

To qualify as an ACDBE, the firm must meet the definition set forth below and be certified by the New York State or New Jersey Uniform Certification Program (UCP). The New York State UCP directory is available on-line at www.nysucp.net and the New Jersey UCP at www.njucp.net.

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed $47.78 million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b)

whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of part 23 is $750,000.

The ACDBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Port Authority makes a rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged":

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong,

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the Port Authority, as a certifying partner in the New York State and New Jersey UCPs will determine whether the individual is socially or economically disadvantaged under the criteria

established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP directories but which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee, the term Concessionaire shall mean the Lessee herein.

Initialed:

For the Port Authority

For the Permittee (AMS-CV Newark, JV)

For the Permittee (Airport Management Services, LLC)

For the Permittee (Concourse Ventures, Inc.)

KG

For the Airline

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

AMS-CV Newark, JV (the "Company") has complied with board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:

AMS-CV Newark, JV

By: _____

Print Name: HOWARD SCHUTZ

Date: 4/19/11

FOR THE UNION:

UNITE HERE International and the UNITE-HERE Airport, Racetrack and Allied Workers Joint Board,

By: _____

Print Name: Stephen Papas-Georgc

Date: 4-18-2011

Form F - Privilege, All Facilities

:For Port Authority Use Only :
: ANC-125 :

AVIATION DEPT.
FILE COPY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 Park Avenue South
New York, New York 10003

PRIVILEGE PERMIT

The Port Authority of New York and New Jersey (herein called the "Port Authority") hereby grants to the Permittee hereinafter named the hereinafter described privilege at the Port Authority Facility hereinafter named, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee or fees hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. **FACILITY:** **Newark Liberty International Airport**
2. **PERMITTEE:** AREAS USA EWR LLC, a limited liability company organized under the laws of the State of Florida
3. **PERMITTEE'S ADDRESS:** 5301 Blue Lagoon Drive, Suite 690, Miami, Florida 33126
4. **PERMITTEE'S REPRESENTATIVE:** Eduardo Uribe
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** September 18, 2009
8. **EXPIRATION DATE:** the later of March 31, 2017 or the day preceding the seventh (7th) anniversary of the Rent Commencement Date (as herein defined), unless sooner revoked as provided in Section 1 of the following Terms and Conditions.
9. **ENDORSEMENTS:** 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 21.1, 22, 29, Exhibit X, Schedule G, and Specials

Dated: As of September 18, 2009

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____
Lysa C. Scully
Assistant Director
Customer, Concessions & Airport Service

Consented and Agreed to by
CONTINENTAL AIRLINES, INC.
as of September 18, 2009

By _____

Print Name Toby Enqvist Emp. #96158
(Title) Staff Vice President
Global Real Estate
Continental Airlines, Inc

AREAS USA EWR LLC, Permittee
By Areas USA, Inc., Sole Member

By _____
Print Name Xavier Rabell
(Title) President

Consented and Agreed to by
AREAS USA, INC., Guarantor
as of September 18, 2009

By _____

Print Name Xavier Rabell

(Title) President

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:

MLG/NEI

TERMS AND CONDITIONS

1. The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty days' written notice, by the Port Authority or terminated without cause, upon thirty days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four hours' notice if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same).Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

2. The rights granted hereby shall be exercised

(a) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,

(b) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, and employees,

(c) if the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees, or

(d) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees;

and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other person, corporation or legal entity. The Permittee shall not assign or transfer this Permit or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

4. The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the written approval of the Manager of the Facility. The Port Authority shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

6. (a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Permittee in performing or observing any term or provision of this Permit, or out of the operations of the Permittee, its officers, employees or persons who are doing business with the Permittee arising out of or in connection with the activities permitted hereunder, or arising out of the acts or omissions of the Permittee, its officers or employees at the

Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

7. The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations hereunder. The Permittee shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

(a) The term "Executive Director" shall mean the person or persons from time to-time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee, it shall mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

(b) The terms "Manager of the Facility" or "General Manager of the Facility" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Manager or General Manager (or temporary or Acting Manager or General Manager) of the Facility for the time being, or his duly designated representative or representatives.

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail or certified mail addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most

recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

15. The Permittee agrees to be bound by and comply with the provisions of all endorsements annexed to this Permit at the time of issuance.

16. No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

17. This Permit, including the attached endorsements and exhibits, if any, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof and may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

18. The Permittee hereby waives its right to trial by jury in any action that may hereafter be instituted by the Port Authority against the Permittee in respect of the permission granted hereunder and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

19. Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Permittee shall continue to perform the privilege granted under this Permit, after the expiration, revocation or termination of the effective period of the permission granted under this Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination, and ending on the date that the Permittee shall cease to perform the privilege at the Airport under the Permit, equal to twice the sum of the monthly fee under the Permit. Nothing

herein contained shall give, or be deemed to give, the Permittee any right to continue to perform the privilege granted under this Permit at the Airport after the expiration, revocation or termination of the effective period of the permission granted under the Permit. The Permittee acknowledges that the failure of the Permittee to cease to perform the privilege at the Airport from and after the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss. The Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall

(a) Use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(b) Not divert or cause or allow to be diverted, any business from the Airport;

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anyway connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port

Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

4. Effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event that upon conducting an examination and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

STANDARD ENDORSEMENT NO. 4.1
MERCHANDISE AND/OR SERVICES
All Airports
7/21/49

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefor at the Airport;

(b) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(c) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

As used in the above subsections "service" shall include furnishing of parts, materials and supplies (including sale thereof).

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Permittee of the promises and obligations contained in this Permit is therefore a special consideration and inducement to the issuance of this Permit by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Permit, the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Endorsement in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons, including the United States of America, resulting from the Permittee's noncompliance with any of the provisions of this Endorsement, and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee.

The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Airport, including any Space covered by this Permit, or for the safe and efficient operation of the Airport, including any Space covered by this Permit. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five (5) days before the Permittee shall be required to comply therewith.

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

Notwithstanding any other provision of this Permit, the permission hereby granted shall in any event terminate with the expiration or termination of the lease of Newark Liberty International Airport from the City of Newark to the Port Authority under the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex on October 30, 1947 in Book E-110 of Deeds at pages 242, et seq. No greater rights and privileges are hereby granted to Permittee than the Port Authority has power to grant under said agreement as supplemented or amended as aforesaid.

"Newark Liberty International Airport" or "Airport" shall mean the land and premises in the County of Essex and State of New Jersey, which are westerly of the right of way of the Central Railroad of New Jersey and are shown upon the exhibit attached to the said agreement between the City and the Port Authority and marked "Exhibit A", as contained within the limits of a line of crosses appearing on said exhibit and designated "Boundary of terminal area in City of Newark", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

The Port Authority has agreed by a provision in its agreement of lease with the City covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City and of it various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

(1) The Permittee in its own name as assured shall secure and pay the premium or premiums for such of the following policies of insurance with respect to which minimum limits are fixed in the schedule below Each such policy shall be maintained in at least the limit fixed with respect thereto, shall cover the operations of the Permittee under this Permit, and shall be effective throughout the effective period:

SCHEDULE

	Policy	Minimum Limit
(a)	Commercial general liability insurance (to include contractual liability endorsement)	
	(1) Bodily-injury liability:	
	For injury or wrongful death to one person:	$2,000,000.00
	For injury or wrongful death to more than one person in any one occurrence:	$2,000,000.00
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$2,000,000.00
	(3) Products liability:	$2,000,000.00
	(1) Bodily-injury liability	
	For injury or wrongful death to one person:	$
	For injury or wrongful death to more than one person in any one occurrence:	$
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$
(c)	Plate and mirror glass insurance, covering all plate and mirror glass in the premises, and the lettering, signs, or decorations, if any, on such plate and mirror glass:	$
(d)	Boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$
(e)	"Additional Interest" policy of boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$

(2) The Port Authority shall be named as an additional insured in any policy of liability insurance required by this Endorsement, unless the Port Authority shall, at any time during the effective period of this Permit, direct otherwise in writing, in which case the Permittee shall cause the Port Authority not to be so named.

(3) Every policy of insurance on property other than that of the Permittee required by this Endorsement shall name the Port Authority as the owner of property, unless the Space is located in an area as to which the Port Authority is itself a lessee, in which case the Port Authority shall be named as the lessee and the owner shall be named as the owner, and the policy shall be endorsed substantially as follows.

> "Loss, if any, under this policy, as to the interest of the owner and as to the interest of the Port Authority of New York and New Jersey, shall be adjusted solely with the Port Authority, and all proceeds under this policy shall be paid solely to the Port Authority."

(4) The "Additional Interest" policy of boiler and machinery insurance required by this Endorsement shall provide protection under Sections 1 and 2 only of the Insuring Agreements of the form of policy approved for use as of the date hereof by the National Bureau of Casualty Underwriters, New York, New York.

(5) As to any insurance required by this Endorsement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority within ten (10) days after the execution of this Permit. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving ten (10) days' written notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, of if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

(6) Each policy of insurance required by this Endorsement shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters and the New York Fire Insurance Exchange, or if the Permittee's operations hereunder are in New Jersey, the National Board of Fire Underwriters and The Fire Insurance Rating Organization of N.J., and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Endorsement, any fire insurance, extended coverage or rental insurance rate on the Airport or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

The Permittee shall not do or permit to be done any act which

(a) will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereon, or

(b) will increase the rate of any fire insurance, extended coverage or rental insurance on the Airport or any part thereof or upon the contents of any building thereon, or

(c) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or

(d) may cause or produce upon the Airport any unusual, noxious or objectionable smokes, gases, vapors or odors, or

(e) may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Airport, or

(f) shall constitute a nuisance in or on the Airport or which may result in the creation, commission or maintenance of a nuisance in or on the Airport.

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

The Permittee shall during the entire effective period of this Permit maintain in effect a license to sell liquor for consumption on the Space. The Port Authority may at any time on twenty-four (24) hours' notice revoke this Permit effective at the time specified in the notice if said liquor license is revoked, cancelled or suspended regardless of the fault of the Permittee, provided, however, that such revocation, cancellation or suspension of said liquor license is still in effect at the time of giving said notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

STANDARD ENDORSEMENT NO. 29
LIQUOR LICENSE
All Facilities
6/20/51

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

AREAS USA EWR LLC (the "Company") has complied with Board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:	FOR THE UNION:
AREAS USA EWR LLC	[Insert Name of Labor Organization]
BY:_____	BY:_____
DATE:_____	DATE:_____

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

In accordance with regulations of the US Department of Transportation 49 CFR Part 23, the Port Authority has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE) program under which qualified firms may have the opportunity to operate an airport business. The Port Authority has established an ACDBE participation goal, as measured by the total estimated annual gross receipts for the overall concession program. The goal is modified from time to time and posted on the Port Authority's website: www.panynj.gov.

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. The Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint ventures in which ACDBEs control a distinct portion of the joint venture business and/or purchase of goods and services from ACDBEs. In connection with the aforesaid good faith efforts, as to those matters contracted out by the Concessionaire in its performance of this agreement, the Concessionaire shall use, to the maximum extent feasible and consistent with the Concessionaire's exercise of good business judgment including without limit the consideration of cost competitiveness, a good faith effort to meet the Port Authority's goals. Information regarding specific good faith steps can be found in the Port Authority's ACDBE Program located on its above-referenced website. In addition, the Concessionaire shall keep such records as shall enable the Port Authority to comply with its obligations under 49 CFR Part 23 regarding efforts to offer opportunities to ACDBEs.

Qualification as an ACDBE

To qualify as an ACDBE, the firm must meet the definition set forth below and be certified by the New York State or New Jersey Uniform Certification Program (UCP). The New York State UCP directory is available on-line at www.nysucp.net and the New Jersey UCP at www.njucp.net.

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed $47.78 million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of

part 23 is $750,000.

The ACDBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Port Authority makes a rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged":

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the Port Authority, as a certifying partner in the New York State and New Jersey UCPs will determine whether the individual is socially or economically disadvantaged under the criteria established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP directories but

which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee, the term Concessionaire shall mean the Lessee herein.

For the Port Authority

Initialed:

For the Permittee

For the Airline

For the Guarantor

Special Endorsements

1. (a) By agreement of lease, dated as of January 11, 1985 bearing Port Authority file No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease") the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of September 18, 2009 (the "Sublease"), under which the Permittee has agreed to operate certain consumer services in a location the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate a first-class, full service sit-down restaurant, at the Terminal, using the trade name "Hamachi", serving fresh sushi, sushi rolls and hand rolls and directly-related Asian food items, a variety of non-alcoholic and alcoholic beverages, and for no other purpose whatsoever other than as set forth above in this paragraph.

(c) The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for

operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

(d) The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall

shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefore is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record-keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between

the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Percentage Rent" shall mean, for each annual period, 13% of all gross receipts up to One Million Dollars ($1,000,000.00) and 15% of all gross receipts in excess of One Million Dollars ($1,000,000.00), payable in monthly installments.

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of One Hundred Fifty Thousand Nine Hundred Thirty Dollars and No Cents ($150,930.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Twelve Thousand Five Hundred Seventy-seven Dollars and Fifty Cents ($12,577.50), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit.

(ii) If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Emplacements, pursuant to the terms of the Sublease.

(v) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(vi) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, storage premises rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority a monthly percentage rent, calculated in accordance with paragraph (b) of this Special Endorsement.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage(s) stated in paragraph (a) (v) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentages applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentage(s) set forth in paragraph (a) (v) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable monthly installment of Guaranteed Rent, established for the monthly period, or (B) the applicable percentages set forth in paragraph (a) (v) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Guaranteed Rent established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable monthly installment of Guaranteed Rent, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Guaranteed Rent, less the total of all percentage rent payments previously made for such annual period. At any time that the amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: <u>first</u>, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the

monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated Annual Exemption Amount(s) established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) April 4, 2010.

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

Special Endorsements

"Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination. In the event the Port Authority exercises it right to revoke this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation, including without limitation any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Permit including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Permit."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

> "If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(e) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

Special Endorsements

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

> "In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(h) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(i) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

> (ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".
>
> (iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(j) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

(k) Notwithstanding the provisions of Standard Endorsement 21.1 annexed to this Permit, the Port Authority (as well as the Airline and the Manager) shall be named as an additional insured in any policy of liability insurance required by the provisions of this Permit and each such policy of insurance so required shall contain a provision that the insurer shall not,

without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(l) The policies referred to in Standard Endorsement 21.1 shall provide or contain an endorsement providing that:

(i) the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority, and

(ii) the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Permittee shall be the same as the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person as if the Port Authority were the named insured thereunder,

but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

(m) Without limiting the generality of the provisions of Standard Endorsement 23.1, the Permittee agrees that notwithstanding the sum stated to be the security deposit to be delivered to the Port Authority upon execution of this Permit, the security amount required hereunder shall at all times during the period of permission be an amount equal to at least three (3) months' Guaranteed Rent in cash or bonds (as described in said Standard Endorsement) or at least twelve (12) months' Guaranteed Rent in the form of a clean irrevocable letter of credit satisfactory to the Port Authority and, accordingly, such amount may change from time to time by notice to the Permittee during such period.

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

5. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

6. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein

contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify,

withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

(g) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) Notwithstanding anything to the contrary stated in Section(s) 2.08 of the Sublease, there shall be no abatement of the PA Share of rent payable under this Permit or the Sublease under the circumstances described in Section(s) 2.08.

(2) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, not unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(3) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(4) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to an assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

7. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the

Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

8. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

9. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of an payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

10. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

11. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority , and payable in the Port of New York District in the amount of Thirty-seven Thousand Five Hundred Dollars and No Cents ($37,500.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the

banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to waiver of any default by the Permittee under the terms of this Permit and all remedies of the Permit and of the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit

(b) The Permittee hereby certifies that its Federal Tax Identification Number is for the purposes of this Special Endorsement.

(c) The Permittee acknowledges and agrees that the Port Authority reserves the right, at its sole discretion, to adjust at any time and from time to time upon fifteen (15) days notice to the Permittee, the security deposit amount as set forth in paragraph (a). Not later than the effective date set forth in said notice the Permittee shall deposit with the Port Authority the new security deposit amount as set forth in and in such form as requested by said notice which new amount (including without limitation an amendment to or a replacement of the letter of credit) shall thereafter constitute the security deposit subject to this Special Endorsement.

12. The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement or any management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23. The Permittee agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreement. Further, the Permittee agrees to comply with the terms and provisions of Schedule G, attached hereto and hereto made a part hereof.

13. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under this Permit, the Permittee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Permittee recognizes the essential benefit to have continued and full operation of

the Airport as a whole and the Terminal as a transportation center. The Permittee shall immediately give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all impending or existing labor-related disruptions and the progress thereof.

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Permittee at the Terminal, or against its operations thereat pursuant to this Permit, which in the opinion of the Port Authority (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(b) Labor peace agreement. The Permittee represents that, prior to or upon entering into this Supplemental Agreement, it has delivered to the Port Authority evidence of a signed labor peace agreement, in the form attached hereto as Exhibit X or, in the event Exhibit X is inapplicable, then a signed officer's certification to such effect in the required form provided by the Port Authority.

(c) Employee Retention.. If the Permittee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Space (the "Predecessor Concession"), the Permittee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Permittee at the Space. The foregoing requirement shall be subject to the Permittee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Permitte shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space. The Port Authority shall have the right to demand from the Permittee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision. In the event the Permittee fails to comply with this provision, the Port Authority have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(d) Applicability of Provision. The provisions of this section shall apply to concession operators which employ ten (10) or more persons at the Space.

14. The Permittee shall provide and maintain a full force and effect throughout the effective period of the permissions granted under this Permit a contract of absolute and

unconditional guaranty of the due and punctual payment of the fees and other monetary obligations under the Sublease to be paid by the Permittee hereunder and of the full, faithful and prompt performance, observance and fulfillment on the part of the Permittee of all the terms, covenant and conditions of the Sublease to be kept, observed, performed and fulfilled. Such contract of Guaranty shall be executed by AREAS USA, INC., a corporation under the laws of the State of Florida with a business address at 5301 Blue Lagoon Drive, Suite 690, Miami, Florida 33126, in favor of the Port Authority and shall constitute part of the security deposit of the Permittee. The above-named guarantor, expressly agrees that with regard to its Guaranty the term "Sublease" shall be deemed also to include this Permit and accordingly, such contract of Guaranty shall be deemed to include a guaranty of the payment and performance obligations of the Permittee under the Sublease as well as the payment and performance obligations of the Permittee under this Permit.

OPC
For the Port Authority

Initialed: KR
For the Permittee

TE
For the Airline

KR
For the Guarantor

ANC-125

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

Areas USA EWR, LLC (the "Company") has complied with board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:

Areas USA EWR, LLC

By: _____

Print Name: Eduardo Uribe

Date: October 19, 2009

FOR THE UNION:

Unite Here

By: _____

Print Name: Blake Harwell

Date: October 19, 2009

Form F - Privilege, All Facilities

:For Port Authority Use Only :
: ANC-259 :

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 Park Avenue South
New York, New York 10003

PRIVILEGE PERMIT

The Port Authority of New York and New Jersey (herein called the "Port Authority") hereby grants to the Permittee hereinafter named the hereinafter described privilege at the Port Authority Facility hereinafter named, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee or fees hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. **FACILITY: Newark Liberty International Airport**
2. **PERMITTEE:** BO YUANG NEWARK, LLC, a limited liability company organized under the laws of the State of New Jersey
3. **PERMITTEE'S ADDRESS:** 10 Cove Court,,
   Hainesport, New Jersey 08036
4. **PERMITTEE'S REPRESENTATIVE:** ~~Jennifer Cane~~ Celina P. Roe/CR
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** December 5, 2010
8. **EXPIRATION DATE:** the later of (a) April 14, 2018 or (b) the day preceding the seventh (7th) anniversary of the Rent Commencement Date (as herein defined), unless sooner revoked as provided in Section 1 of the following Terms and Conditions.
9. **ENDORSEMENTS:** 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 22, Exhibit X, Schedule G, and Specials

Dated: As of December 5, 2010

Consented and Agreed to by
CONTINENTAL AIRLINES, INC.
as of December 5, 2010

By Kate Gebo

Print Name Kate Gebo
(Title) Vice - President Corporate Real Estate

Consented and Agreed to by
Food Systems Unlimited, Inc., Guarantor
as of December 5, 2010

By

Print Name Biagio Schiano

(Title) President

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) David Kagan
~~Assistant Director~~
Business Properties & Airport Development

BO YUANG NEWARK, LLC, Permittee

By

Print Name CELINA P. ROE

(Title) Member/Manager

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:
	RR

ANC

MLG/NEI

TERMS AND CONDITIONS

1. The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty days' written notice, by the Port Authority or terminated without cause, upon thirty days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four hours' notice if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same).Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

2. The rights granted hereby shall be exercised

(a) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,

(b) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, and employees,

(c) if the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees, or

(d) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees;

and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other person, corporation or legal entity. The Permittee shall not assign or transfer this Permit or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

4. The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the written approval of the Manager of the Facility. The Port Authority shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

6. (a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Permittee in performing or observing any term or provision of this Permit, or out of the operations of the Permittee, its officers, employees or persons who are doing business with the Permittee arising out of or in connection with the activities permitted hereunder, or arising out of the acts or omissions of the Permittee, its officers or employees at the

Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

7. The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations hereunder. The Permittee shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

(a) The term "Executive Director" shall mean the person or persons from time to-time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee, it shall mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

(b) The terms "Manager of the Facility" or "General Manager of the Facility" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Manager or General Manager (or temporary or Acting Manager or General Manager) of the Facility for the time being, or his duly designated representative or representatives.

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail or certified mail addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most

recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

15. The Permittee agrees to be bound by and comply with the provisions of all endorsements annexed to this Permit at the time of issuance.

16. No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

17. This Permit, including the attached endorsements and exhibits, if any, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof and may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

18. The Permittee hereby waives its right to trial by jury in any action that may hereafter be instituted by the Port Authority against the Permittee in respect of the permission granted hereunder and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

19. Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Permittee shall continue to perform the privilege granted under this Permit, after the expiration, revocation or termination of the effective period of the permission granted under this Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination, and ending on the date that the Permittee shall cease to perform the privilege at the Airport under the Permit, equal to twice the sum of the monthly fee under the Permit. Nothing

herein contained shall give, or be deemed to give, the Permittee any right to continue to perform the privilege granted under this Permit at the Airport after the expiration, revocation or termination of the effective period of the permission granted under the Permit. The Permittee acknowledges that the failure of the Permittee to cease to perform the privilege at the Airport from and after the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss. The Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

(a) Use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(b) Not divert or cause or allow to be diverted, any business from the Airport;

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anyway connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port

Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

4. Effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event that upon conducting an examination and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefor at the Airport;

(b) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(c) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

As used in the above subsections "service" shall include furnishing of parts, materials and supplies (including sale thereof).

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Permittee of the promises and obligations contained in this Permit is therefore a special consideration and inducement to the issuance of this Permit by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Permit, the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Endorsement in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons, including the United States of America, resulting from the Permittee's noncompliance with any of the provisions of this Endorsement, and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee.

The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Airport, including any Space covered by this Permit, or for the safe and efficient operation of the Airport, including any Space covered by this Permit. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five (5) days before the Permittee shall be required to comply therewith.

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

Notwithstanding any other provision of this Permit, the permission hereby granted shall in any event terminate with the expiration or termination of the lease of Newark Liberty International Airport from the City of Newark to the Port Authority under the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex on October 30, 1947 in Book E-110 of Deeds at pages 242, et seq. No greater rights and privileges are hereby granted to Permittee than the Port Authority has power to grant under said agreement as supplemented or amended as aforesaid.

"Newark Liberty International Airport" or "Airport" shall mean the land and premises in the County of Essex and State of New Jersey, which are westerly of the right of way of the Central Railroad of New Jersey and are shown upon the exhibit attached to the said agreement between the City and the Port Authority and marked "Exhibit A", as contained within the limits of a line of crosses appearing on said exhibit and designated "Boundary of terminal area in City of Newark", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

The Port Authority has agreed by a provision in its agreement of lease with the City covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City and of it various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters and the New York Fire Insurance Exchange, or if the Permittee's operations hereunder are in New Jersey, the National Board of Fire Underwriters and The Fire Insurance Rating Organization of N.J., and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Endorsement, any fire insurance, extended coverage or rental insurance rate on the Airport or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

The Permittee shall not do or permit to be done any act which

(a) will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereon, or

(b) will increase the rate of any fire insurance, extended coverage or rental insurance on the Airport or any part thereof or upon the contents of any building thereon, or

(c) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or

(d) may cause or produce upon the Airport any unusual, noxious or objectionable smokes, gases, vapors or odors, or

(e) may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Airport, or

(f) shall constitute a nuisance in or on the Airport or which may result in the creation, commission or maintenance of a nuisance in or on the Airport.

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

If any type of strike or other labor activity is directed against the Permittee at the Facility or against any operations pursuant to this Permit resulting in picketing or boycott for a period of at least forty-eight (48) hours, which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Facility or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this Permit, effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

Special Endorsements

1. (a) By agreement of lease, dated as of January 11, 1985, bearing Port Authority Lease No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease") the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of December 5, 2010 (the "Sublease"), under which the Permittee has agreed to operate certain consumer services in a location the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms, the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate a first-class, "next generation" food and beverage concession, at the Terminal, using the trade name "Asian Chao – Teriyaki Grill/Oriental Eatery", serving Asian cuisine from a contemporary menu which includes both traditional Asian and "Asian Fusion" food items, and for no other purpose whatsoever other than as set forth above in this paragraph.

(c) The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for

operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

(d) The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall

shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefore is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record-keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between

the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Percentage Rent" shall mean, for each annual period, (1) sixteen percent (16%) of all gross receipts between Two Million Six Hundred Thousand Dollars and No Cents ($2,600,000.00) up to Two Million Eight Hundred Thousand Dollars ($2,800,000.00) and (2) 18% of all gross receipts in excess of Two Million Eight Hundred Thousand Dollars ($2,800,000.00).

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of Four Hundred Five Thousand Dollars and No Cents ($405,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Thirty-three Thousand Seven Hundred Fifty Dollars and No Cents ($33,750.00), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit.

(ii) If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Emplacements, pursuant to the terms of the Sublease.

(v) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(vi) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, storage premises rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority a monthly percentage rent, calculated in accordance with paragraph (b) of this Special Endorsement.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage(s) stated in paragraph (a) (v) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentages applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentage(s) set forth in paragraph (a) (v) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable monthly installment of Guaranteed Rent, established for the monthly period, or (B) the applicable percentages set forth in paragraph (a) (v) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Guaranteed Rent established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable monthly installment of Guaranteed Rent, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Guaranteed Rent, less the total of all percentage rent payments previously made for such annual period. At any time that the amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has

not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated annual Guaranteed Rent established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) ~~April 16, 2011~~ May 02, 2011 /CR JRC

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

Special Endorsements

"Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination. In the event the Port Authority exercises it right to revoke this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation, including without limitation any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Permit including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Permit."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

> "If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

Special Endorsements

(e) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

> "In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(h) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(i) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

> (ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".
>
> (iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(j) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

Special Endorsements

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

5. The Permittee in its own name as insured and including the Port Authority as an additional insured, shall maintain and pay the premiums during the effective period of the Permit on a policy or policies of Commercial General Liability Insurance, including premises-operations and products-completed operations and covering bodily-injury liability, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limit set forth below:

	Minimum Limits
Commercial General Liability Insurance	
Combined single limit per occurrence for death, bodily injury and property damage liability:	$2,000,000.00

In the event the Permittee maintains the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured, except for the Workers' Compensation and Employers Liability Insurance policies, to the full extent of all such insurance in accordance with all terms and provisions of the Permit, including without limitation this Insurance Schedule.

(b) Each policy of insurance, except for the Workers' Compensation and Employers Liability Insurance policies, shall also contain an ISO standard "separation of insureds" clause or a cross liability endorsement providing that the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority and any claim or action against the Port Authority by the Permittee, as if the Port Authority were the named insured thereunder, but such clause or endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured. Each policy of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Permittee under Section 7 of the Terms and Conditions of the Permit.

(c) All insurance coverages and policies required under this Insurance Schedule may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the period of permission under the Permit. The Port Authority may, at any such time, require additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required and the Permittee shall promptly comply therewith.

(d) Each policy must be specifically endorsed to provide that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each policy shall contain a provision or endorsement that the insurer "shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or

the provisions of any statutes respecting suits against the Port Authority." The foregoing provisions or endorsements shall be recited in each policy or certificate to be delivered pursuant to the following paragraph (e).

(e) A certified copy of each policy or a certificate or certificates of insurance evidencing the existence thereof, or binders, shall be delivered to the Port Authority upon execution and delivery of the Permit by the Permittee to the Port Authority. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate of insurance. Any renewal policy shall be evidenced by a renewal certificate of insurance delivered to the Port Authority at least thirty (30) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the Permit. The aforesaid insurance shall be written by a company or companies approved by the Port Authority. If at any time any insurance policy shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policy shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each policy shall be delivered to or made available for inspection by the Port Authority.

(f) The foregoing insurance requirements shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Permittee under the Permit. The foregoing insurance requirements shall not constitute a representation or warranty as to the adequacy of the required coverage to protect the Permittee with respect to the obligations imposed on the Permittee by the Permit or any other agreement or by law.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth

therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by

the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

(g) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) Notwithstanding anything to the contrary stated in Section(s) 2.08 of the Sublease, there shall be no abatement of the PA Share of rent payable under this Permit or the Sublease under the circumstances described in Section(s) 2.08.

(2) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, not unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(3) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(4) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to an assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

Special Endorsements

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of an payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority , and payable in the Port of New York District in the amount of One Hundred Thousand Dollars and No Cents ($100,000.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made. The Permittee shall have the same rights to receive such deposit during the

existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to waiver of any default by the Permittee under the terms of this Permit and all remedies of the Permit and of the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit

(b) The Permittee hereby certifies that its Federal Tax Identification Number is or the purposes of this Special Endorsement.

(c) The Permittee acknowledges and agrees that the Port Authority reserves the right, at its sole discretion, to adjust at any time and from time to time upon fifteen (15) days notice to the Permittee, the security deposit amount as set forth in paragraph (a). Not later than the effective date set forth in said notice the Permittee shall deposit with the Port Authority the new security deposit amount as set forth in and in such form as requested by said notice which new amount (including without limitation an amendment to or a replacement of the letter of credit) shall thereafter constitute the security deposit subject to this Special Endorsement.

13. The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement or any management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23. The Permittee agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreement. Further, the Permittee agrees to comply with the terms and provisions of Schedule G, attached hereto and hereto made a part hereof.

14. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under this Permit, the Permittee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Permittee recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Permittee shall immediately give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all impending or existing labor-related disruptions and the progress thereof.

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Permittee at the Terminal, or against its operations thereat pursuant to this Permit, which in the opinion of the Port Authority (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the

health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(b) Labor peace agreement. The Permittee represents that, prior to or upon entering into this Supplemental Agreement, it has delivered to the Port Authority evidence of a signed labor peace agreement, in the form attached hereto as Exhibit X or, in the event Exhibit X is inapplicable, then a signed officer's certification to such effect in the required form provided by the Port Authority.

(c) Employee Retention. If the Permittee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Space (the "Predecessor Concession"), the Permittee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Permittee at the Space. The foregoing requirement shall be subject to the Permittee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Permitte shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space. The Port Authority shall have the right to demand from the Permittee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision. In the event the Permittee fails to comply with this provision, the Port Authority have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(d) Applicability of Provision. The provisions of this section shall apply to concession operators which employ ten (10) or more persons at the Space.

15. In the event that upon conducting an examination and audit as described in this Section the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge(s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority to payment of any late charge(s) or other service charge(s) payable under the provisions of this paragraph with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the

fees to be paid hereunder. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to terminate this Permit; or (ii) any obligations of the Permittee under this Permit.

16. The Permittee shall provide and maintain a full force and effect throughout the effective period of the permissions granted under this Permit a contract of absolute and unconditional guaranty of the due and punctual payment of the fees and other monetary obligations under the Sublease to be paid by the Permittee hereunder and of the full, faithful and prompt performance, observance and fulfillment on the part of the Permittee of all the terms, covenant and conditions of the Sublease to be kept, observed, performed and fulfilled. Such contract of Guaranty shall be executed by FOOD SYSTEMS UNLIMITED, INC., a corporation formed under the laws of the State of Delaware with a business address at ~~385 Commerce Way~~, 750 Florida Central Parkway Suite 100 Longwood, Florida, 32750 in favor of the Port Authority and shall constitute part of the security deposit of the Permittee. The above-named guarantor expressly agrees that, with regard to its Guaranty, the term "Sublease" shall be deemed also to include this Permit and accordingly, such contract of Guaranty shall be deemed to include a guaranty of the payment and performance obligations of the Permittee under the Sublease as well as the payment and performance obligations of the Permittee under this Permit.

/CR
OMC

OMC
For the Port Authority

Initialed:

For the Permittee

KG
For the Airline

For the Guarantor

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

In accordance with regulations of the US Department of Transportation 49 CFR Part 23, the Port Authority has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE) program under which qualified firms may have the opportunity to operate an airport business. The Port Authority has established an ACDBE participation goal, as measured by the total estimated annual gross receipts for the overall concession program. The goal is modified from time to time and posted on the Port Authority's website: www.panynj.gov.

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. The Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint ventures in which ACDBEs control a distinct portion of the joint venture business and/or purchase of goods and services from ACDBEs. In connection with the aforesaid good faith efforts, as to those matters contracted out by the Concessionaire in its performance of this agreement, the Concessionaire shall use, to the maximum extent feasible and consistent with the Concessionaire's exercise of good business judgment including without limit the consideration of cost competitiveness, a good faith effort to meet the Port Authority's goals. Information regarding specific good faith steps can be found in the Port Authority's ACDBE Program located on its above-referenced website. In addition, the Concessionaire shall keep such records as shall enable the Port Authority to comply with its obligations under 49 CFR Part 23 regarding efforts to offer opportunities to ACDBEs.

Qualification as an ACDBE

To qualify as an ACDBE, the firm must meet the definition set forth below and be certified by the New York State or New Jersey Uniform Certification Program (UCP). The New York State UCP directory is available on-line at www.nysucp.net and the New Jersey UCP at www.njucp.net.

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed $47.78 million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of

part 23 is $750,000.

The ACDBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Port Authority makes a rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged":

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the Port Authority, as a certifying partner in the New York State and New Jersey UCPs will determine whether the individual is socially or economically disadvantaged under the criteria established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

1. Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP

directories but which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee, the term Concessionaire shall mean the Lessee herein. In the event the signatory to this agreement is a Sublessee of a Port Authority Lessee, the term Concessionaire shall mean the Sublessee herein.

Initialed:

OAC
For the Port Authority

For the Permittee

KG
For the Airline

For the Guarantor

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

Bo Yuang Newark, LLC d/b/a Asian Chao- Teriyaki Grill/Oriental Eatery (the "Company") located at Newark Airport Terminal C-3 has complied with board Resolution "All airports-Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE UNION:

Local 1102 RWDSU UFCW

Frank S. Bail, President

DATE: 3/31/2011

FOR THE COMPANY:

Bo Yuang Newark, LLC d/b/a
Asian Chao, Teriyaki Grill/Oriental Eatery

Danny Chan, Majority Owner

DATE: 04-10-11

Form F - Privilege, All Facilit.
12/4/73

For Port Authority Use Only :
: ANB-932 :

AVIATION DEPT.
FILE COPY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 Park Avenue South
New York, New York 10003

PRIVILEGE PERMIT

The Port Authority of New York and New Jersey (herein called the "Port Authority") hereby grants to the Permittee hereinafter named the hereinafter described privilege at the Port Authority Facility hereinafter named, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee or fees hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. **FACILITY:** **Newark Liberty International Airport**

2. **PERMITTEE:** AIRPORT CAFES DOMESTIC, LLC doing business as Juan Valdez Cafe, a limited liability entity organized under the laws of the State of Florida.

3. **PERMITTEE'S ADDRESS:** 6910 Northwest 12th Street
Miami, Florida 33126

4. **PERMITTEE'S REPRESENTATIVE:** Raymond Kayal, Jr.

5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit

6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit

7. **EFFECTIVE DATE:** March 31, 2008

8. **EXPIRATION DATE:** the later of May 31, 2013 or the day proceeding the 5th anniversary of the Rent Commencement Date, unless sooner revoked as provided in Section 1 of the following Terms and Conditions.

9 ENDORSEMENTS: 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 21.1, 22, 28 and Exhibit A, Exhibit X, Schedule G, and Specials

Dated: As of March 31, 2008

Consented and Agreed to by
CONTINENTAL AIRLINES, INC.
As of March 31, 2008

By _____

Print Name _____

(Title) President

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) Asst Director, CCAS

AIRPORT CAFES DOMESTIC, LLC
Permittee

By NewsLink F & B, LLC (FKA NewsLink Cafes,LLC) a Florida limited liability company, its Managing Member

Print Name Raymond J. Kayal, Jr.,

(Title) President ~~Manager/Member~~ ~~NewsLink Group, LLC~~ non-member manager

*By NEWSLINK GROUP, INC., NON-MEMBER MANAGER

Consented and Agreed to by
NEWSLINK GROUP, LLC, Guarantor
As of March 31, 2008

By _____

Print Name Raymond J. Kayal, Jr.

(Title) ~~Manager/ Member~~ PRESIDENT

Consented and Agreed to by
NFCGC INVESTMENTS, INC, Guarantor
As of March 31, 2008

By _____

Print Name Juan E. Orduz

(Title) President

Port Authority Use Only	
Approval as to Terms:	Approval as to Form:
SB	KY

OPC

MLG/NEI

TERMS AND CONDITIONS

1. The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty days' written notice, by the Port Authority or terminated without cause, upon thirty days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four hours' notice if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same).Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

2. The rights granted hereby shall be exercised

(a) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,

(b) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, and employees,

(c) if the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees, or

(d) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees;

and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other person, corporation or legal entity. The Permittee shall not assign or transfer this Permit or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

4. The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the written approval of the Manager of the Facility. The Port Authority shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

6. (a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Permittee in performing or observing any term or provision of this Permit, or out of the operations of the Permittee, its officers, employees or persons who are doing business with the Permittee arising out of or in connection with the activities permitted hereunder, or arising out of the acts or omissions of the Permittee, its officers or employees at the Airport, including claims and

demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

7. The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations hereunder. The Permittee shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

(a) The term "Executive Director" shall mean the person or persons from time to-time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee, it shall mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

(b) The terms "Manager of the Facility" or "General Manager of the Facility" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Manager or General Manager (or temporary or Acting Manager or General Manager) of the Facility for the time being, or his duly designated representative or representatives.

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail or certified mail addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the

representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

15. The Permittee agrees to be bound by and comply with the provisions of all endorsements annexed to this Permit at the time of issuance.

16. No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

17. This Permit, including the attached endorsements and exhibits, if any, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof and may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

18. The Permittee hereby waives its right to trial by jury in any action that may hereafter be instituted by the Port Authority against the Permittee in respect of the permission granted hereunder and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

19. Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Permittee shall continue to perform the privilege granted under this Permit, after the expiration, revocation or termination of the effective period of the permission granted under this Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination, and ending on the date that the Permittee shall cease to perform the privilege at the Airport under the Permit, equal to twice the sum of the monthly fee under the Permit. Nothing herein contained shall give, or be deemed to give, the Permittee any right to continue to perform the privilege granted under this Permit at the Airport after the expiration, revocation or termination of the effective period of the permission granted under

the Permit. The Permittee acknowledges that the failure of the Permittee to cease to perform the privilege at the Airport from and after the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss. The Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

(a) Use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(b) Not divert or cause or allow to be diverted, any business from the Airport;

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anyway connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of

such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

4. Effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event that upon conducting an examination and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

STANDARD ENDORSEMENT NO. 4.1
MERCHANDISE AND/OR SERVICES
All Airports
7/21/49

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefor at the Airport;

(b) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(c) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

As used in the above subsections "service" shall include furnishing of parts, materials and supplies (including sale thereof).

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Permittee of the promises and obligations contained in this Permit is therefore a special consideration and inducement to the issuance of this Permit by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Permit, the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Endorsement in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons, including the United States of America, resulting from the Permittee's noncompliance with any of the provisions of this Endorsement, and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material

may be placed therein; said receptacles being provided and maintained by the Permittee. The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Airport, including any Space covered by this Permit, or for the safe and efficient operation of the Airport, including any Space covered by this Permit. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five (5) days before the Permittee shall be required to comply therewith.

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

STANDARD ENDORSEMENT NO. 16.1
RULES & REGULATIONS COMPLIANCE
Airports
06/29/62

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

Notwithstanding any other provision of this Permit, the permission hereby granted shall in any event terminate with the expiration or termination of the lease of Newark Liberty International Airport from the City of Newark to the Port Authority under the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex on October 30, 1947 in Book E-110 of Deeds at pages 242, et seq. No greater rights and privileges are hereby granted to Permittee than the Port Authority has power to grant under said agreement as supplemented or amended as aforesaid.

"Newark Liberty International Airport" or "Airport" shall mean the land and premises in the County of Essex and State of New Jersey, which are westerly of the right of way of the Central Railroad of New Jersey and are shown upon the exhibit attached to the said agreement between the City and the Port Authority and marked "Exhibit A", as contained within the limits of a line of crosses appearing on said exhibit and designated "Boundary of terminal area in City of Newark", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

The Port Authority has agreed by a provision in its agreement of lease with the City covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City and of it various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

(1) The Permittee in its own name as assured shall secure and pay the premium or premiums for such of the following policies of insurance with respect to which minimum limits are fixed in the schedule below. Each such policy shall be maintained in at least the limit fixed with respect thereto, shall cover the operations of the Permittee under this Permit, and shall be effective throughout the effective period:

SCHEDULE

	Policy	Minimum Limit
(a)	Commercial general liability insurance (to include contractual liability endorsement)	
	(1) Bodily-injury liability:	
	For injury or wrongful death to one person:	$2,000,000.00
	For injury or wrongful death to more than one person in any one occurrence:	$2,000,000.00
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$2,000,000.00
	(3) Products liability:	$2,000,000.00
	(4) Liquor Liability:	$2,000,000.00
(b)	Automotive liability insurance:	
	(1) Bodily-injury liability	
	For injury or wrongful death to one person:	$
	For injury or wrongful death to more than one person in any one occurrence:	$
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$
(c)	Plate and mirror glass insurance, covering all plate and mirror glass in the premises, and the lettering, signs, or decorations, if any, on such plate and mirror glass:	$
(d)	Boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$
(e)	"Additional Interest" policy of boiler and machinery	

insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space: $

(2) The Port Authority shall be named as an additional insured in any policy of liability insurance required by this Endorsement, unless the Port Authority shall, at any time during the effective period of this Permit, direct otherwise in writing, in which case the Permittee shall cause the Port Authority not to be so named.

(3) Every policy of insurance on property other than that of the Permittee required by this Endorsement shall name the Port Authority as the owner of property, unless the Space is located in an area as to which the Port Authority is itself a lessee, in which case the Port Authority shall be named as the lessee and the owner shall be named as the owner, and the policy shall be endorsed substantially as follows:

> "Loss, if any, under this policy, as to the interest of the owner and as to the interest of the Port Authority of New York and New Jersey, shall be adjusted solely with the Port Authority, and all proceeds under this policy shall be paid solely to the Port Authority."

(4) The "Additional Interest" policy of boiler and machinery insurance required by this Endorsement shall provide protection under Sections 1 and 2 only of the Insuring Agreements of the form of policy approved for use as of the date hereof by the National Bureau of Casualty Underwriters, New York, New York.

(5) As to any insurance required by this Endorsement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority within ten (10) days after the execution of this Permit. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving ten (10) days' written notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, of if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

(6) Each policy of insurance required by this Endorsement shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters and the New York Fire Insurance Exchange, or if the Permittee's operations hereunder are in New Jersey, the National Board of Fire Underwriters and The Fire Insurance Rating Organization of N.J., and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Endorsement, any fire insurance, extended coverage or rental insurance rate on the Airport or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

The Permittee shall not do or permit to be done any act which

(a) will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereon, or

(b) will increase the rate of any fire insurance, extended coverage or rental insurance on the Airport or any part thereof or upon the contents of any building thereon, or

(c) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or

(d) may cause or produce upon the Airport any unusual, noxious or objectionable smokes, gases, vapors or odors, or

(e) may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Airport, or

(f) shall constitute a nuisance in or on the Airport or which may result in the creation, commission or maintenance of a nuisance in or on the Airport.

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

If any type of strike or other labor activity is directed against the Permittee at the Facility or against any operations pursuant to this Permit resulting in picketing or boycott for a period of at least forty-eight (48) hours, which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Facility or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this Permit, effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

SPECIAL ENDORSMENTS

1. (a) By agreement of lease, dated as of January 11, 1985 bearing Port Authority file No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease") the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of June 31, 2008 (hereinafter called the "Sublease"), under which the Permittee has agreed to operate certain consumer services in locations the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate at the Terminal a first-class food and beverage concession to sell Juan Valdez brand coffee drinks, tea, water, soda, juices, pre-made sandwiches, baked goods including empanadas and other Latino pastries, yogurt and fruit as well as retail merchandise as is typically sold in Tenant's other stores operating under the trade name "Juan Valdez Cafe"; provided that such accessories do not exceed 10% of the sales display area

portion of the floor area of the space, and such other related products as may be consented to in advance by the Airline and the Port Authority and for no other purpose whatsoever.

(c) The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefore, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

(d) The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information)), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been

treated as a sale in or from the Space pursuant to Permittee's record- keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Annual Exemption Amount" shall mean the sum of Eight Hundred Thousand Dollars and No Cents ($800,000.00) as the same may be reduced by the operation of the proration provisions hereof and as the same may be adjusted pursuant to the Sublease. The Monthly Exemption Amount shall equal one-twelfth of the Annual Exemption Amount.

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of One Hundred Twenty Thousand Dollars and No Cents ($120,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Ten Thousand Dollars and No Cents ($10,000.00), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit. If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Enplanements, pursuant to the terms of the Sublease.

(ii) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in

subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(iii) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable)) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority a monthly percentage rent equivalent to the PA Share equal to fifteen percent (15%) of all gross receipts of the Permittee in excess of Sixty-six Thousand Six Hundred Sixty-six Dollars and Sixty-seven Cents ($66,666.67), the Monthly Exemption Amount, arising during the effective period of permission hereunder.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage(s) stated in paragraph (c) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentages applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentage(s) set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable Monthly Exemption Amount, established for the monthly period, or (B) the applicable percentages set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the

applicable Annual Exemption Amount, established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable Monthly Exemption Amounts, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Annual Exemption Amount, less the total of all percentage rent payments previously made for such annual period. At any time that the Monthly Exemption Amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated Annual Exemption Amount(s) established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

SPECIAL ENDORSMENTS

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) November 15, 2008,

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. The Permittee shall be required to make a minimum initial capital investment (excluding furniture, fixtures and equipment) to ready the Space for initial occupancy and operations in an amount equal to Two Hundred Dollars ($200) per square foot. Nothing herein shall reduce the Permittee's obligations to comply with the Port Authority's Tenant Alteration and Application process and the Airline's design specifications and standards, nor reduce any obligation of the Permittee under the Sublease to maintain, improve or refurbish the Space during the term of the subletting.

5. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

> "Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in

connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same). Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

"If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefore within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(e) Paragraph (a) of Section 6 of the foregoing Terms and Conditions shall be deemed deleted in its entirety and the following new paragraph (a) shall be substituted in lieu thereof:

"(a) Without in any manner affecting the obligations of the Airline under the Airline Lease and under this Permit, and notwithstanding the terms and conditions of the Sublease, the Permittee shall make repairs and replacements in, at or about the Space as if it were the Airline under the Airline Lease. In addition, the Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, and the City of New York, from and against (and shall reimburse the Port Authority for its costs and expenses including attorneys' fees and other legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Permit by the Permittee or out of its operations under the Sublease or at the Space or out of the use or occupancy of the Space by the Permittee or others with its consent, or out of any other acts or omissions of the Permittee, its officers, employees, agents, representatives, contractors, members (in their capacity as members of the Permittee if it is a limited liability entity), managers (in their capacity as managers of the Permittee if it is a limited liability entity), partners (if Permittee is a partnership), customers, invitees and other persons who are doing business with the Permittee or who are at the Space or the Terminal with the consent of the Permittee, or out of any other acts or omissions of the Permittee, its officers and employees at the Airport including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Airline Lease) whereby the Port Authority has agreed to indemnify the City of New York against claims. However, all acts and omissions of the Permittee shall be deemed to be acts and omissions of the Airline under the Airline Lease and the Airline shall also be severally responsible therefore, including but not limited to the obligations of indemnification, repair and replacement."

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

"In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(h) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(i) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

(ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".

(iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(j) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

(k) Notwithstanding the provisions of Standard Endorsement 21.1 annexed to this Permit, the Port Authority (as well as the Airline and the Manager) shall be named as an additional insured in any policy of liability insurance required by the provisions of this Permit and each such policy of insurance so required shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(l) The policies referred to in Standard Endorsement 21.1 shall provide or contain an endorsement providing that:

(i) the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with

like effect with respect to any claim or action against the Permittee by the Port Authority, and

(ii) the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Permittee shall be the same as the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person as if the Port Authority were the named insured thereunder,

but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

(m) Without limiting the generality of the provisions of Standard Endorsement 23.1, the Permittee agrees that notwithstanding the sum stated to be the security deposit to be delivered to the Port Authority upon execution of this Permit, the security amount required hereunder shall at all times during the period of permission be an amount equal to at least three (3) months' Guaranteed Rent in cash or bonds (as described in said Standard Endorsement) or at least twelve (12) months' Guaranteed Rent in the form of a clean irrevocable letter of credit satisfactory to the Port Authority and, accordingly, such amount may change from time to time by notice to the Permittee during such period.

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been

consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

(g) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, not unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(2) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(3) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to an assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs,

alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of an payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority, and payable in the Port of New York District in the amount of Fifty Thousand Dollars and No Cents ($50,000.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and

and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security hereunder. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made in accordance with the provisions of this Permit. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to constitute a waiver of any default by the Permittee under the terms of this Permit and all remedies of the Port Authority consequent upon such default shall not be affected by the existence of any recourse to any such letter of credit.

(b) The Permittee hereby certifies that its Federal Tax Identification Number is for the purposes of this Special Endorsement.

(c) The Permittee acknowledges and agrees that the Port Authority reserves the right, at its sole discretion, to adjust at any time and from time to time upon fifteen (15) days notice to the Permittee, the security deposit amount as set forth in paragraph (a). Not later than the effective date set forth in said notice the Permittee shall deposit with the Port Authority the new security deposit amount as set forth in and in such form as requested by said notice which new amount (including without limitation an amendment to or a replacement of the letter of credit) shall thereafter constitute the security deposit subject to this Special Endorsement.

13. This Permit is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. The Permittee agrees to include the

above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreement. Further, the Permittee agrees to comply with the terms and provisions of Schedule G, attached hereto and hereto made a part hereof.

14. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under this Permit, the Permittee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Permittee recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Permittee shall immediately give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all impending or existing labor-related disruptions and the progress thereof.

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Permittee at the Terminal, or against its operations thereat pursuant to this Permit, which in the opinion of the Port Authority (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(b) Labor peace agreement. The Permittee represents that, prior to or upon entering into this Supplemental Agreement, it has delivered to the Port Authority evidence of a signed labor peace agreement, in the form attached hereto as Exhibit X or, in the event Exhibit X is inapplicable, then a signed officer's certification to such effect in the required form provided by the Port Authority.

(c) Employee Retention. If the Permittee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Space (the "Predecessor Concession"), the Permittee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Permittee at the Space. The foregoing requirement shall be subject to the Permittee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Permitte shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space. The

Port Authority shall have the right to demand from the Permittee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision. In the event the Permittee fails to comply with this provision, the Port Authority have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(d) Applicability of Provision. The provisions of this section shall apply to concession operators which employ ten (10) or more persons at the Space.

15. The Permittee shall provide and maintain a full force and effect throughout the effective period of the permissions granted under this Permit a contract of absolute and unconditional guaranty of the due and punctual payment of the fees and other monetary obligations under the Sublease to be paid by the Permittee hereunder and of the full, faithful and prompt performance, observance and fulfillment on the part of the Permittee of all the terms, covenant and conditions of the Sublease to be kept, observed, performed and fulfilled. Such contract of Guaranty shall be in the form annexed to this Permit as Exhibit A, shall be executed by both NEWSLINK GROUP, LLC, a limited liability corporation under the laws of the State of Florida with a business address at 140 East 57th Street, Second Floor New York, New York 10022, and NFCGC INVESTMENTS, INC, a corporation under the laws of the State of Delaware with a business address at 6910 North West 12th Street Miami, Florida 33126, in favor of the Port Authority and the Airline and shall constitute part of the security deposit of the Permittee. Each of the above-named guarantors, expressly agrees that with regard to its Guaranty the term "Sublease" shall be deemed also to include this Permit and accordingly, such contract of Guaranty shall be deemed to include a guaranty of the payment and performance obligations of the Permittee under the Sublease as well as the payment and performance obligations of the Permittee under this Permit.

15. The Permittee shall provide and maintain a full force and effect throughout the effective period of the permissions granted under this Permit a contract of absolute and unconditional guaranty of the due and punctual payment of the fees and other monetary obligations under the Sublease to be paid by the Permittee hereunder and of the full, faithful and prompt performance, observance and fulfillment on the part of the Permittee of all the terms, covenant and conditions of the Sublease to be kept, observed, performed and fulfilled. Such contract of Guaranty shall be in the form annexed to this Permit as Exhibit A, shall be executed by both NEWSLINK GROUP, LLC, a limited liability corporation under the laws of the State of Florida with a business address at 140 East 57th Street, Second Floor New York, New York 10022, and NFCGC INVESTMENTS, INC, a corporation under the laws of the State of Delaware with a business address at 6910 North West 12th Street Miami, Florida 33126, in favor of the Port Authority and the Airline and shall constitute part of the security deposit of the Permittee. Each of the above-named guarantors, expressly agrees that with regard to its Guaranty the term "Sublease" shall be deemed also to include this Permit and accordingly, such contract of Guaranty shall be deemed to include a guaranty of the payment and performance obligations of the Permittee under the Sublease as well as the payment and performance obligations of the Permittee under this Permit.

For the Port Authority

Initialed.

For the Permittee

For the Airline

For the Guarantor

For the Guarantor

EXHIBIT A

GUARANTY

THIS GUARANTY ("Guaranty") is made and entered into as of this ___ day of _____, ____, by _____ ("Guarantor"), to and for the benefit of **CONTINENTAL AIRLINES, INC.** ("Landlord") and **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("Authority").

WITNESSETH:

WHEREAS, Landlord and _____ ("Tenant") have entered into that certain sublease dated _____, (the "Sublease"), for the Premises located in Terminal C of Newark International Airport, as more fully described in the Sublease;

WHEREAS, Guarantor will derive financial benefits from Tenant's use and occupancy of the Premises;

WHEREAS, it is a condition precedent to all of the obligations of Landlord pursuant to the Sublease, that Guarantor shall have executed and delivered this Guaranty

NOW, THEREFORE, in consideration of and as an inducement to the execution of the Sublease by Landlord, and in consideration of the above recitals and other good and valuable consideration paid by Landlord to Guarantor and intending to be legally bound hereby, Guarantor does hereby covenant and agree as follows:

1. Guarantor hereby absolutely, unconditionally and irrevocably guarantees to Landlord and the Authority that Guarantor is and shall be directly and jointly and severally liable to Landlord and the Authority, for the full and prompt payment of all rents, additional rents and any and all other charges payable by Tenant under the Sublease, when due, whether by acceleration or otherwise, and the full, faithful and prompt performance and observance of all the covenants, terms, conditions and agreements of the Sublease to be performed and observed by Tenant, and Guarantor does hereby become surety to Landlord and the Authority, and their respective successors and assigns, for and with respect to all of Tenant's obligations under this Sublease.

2. Guarantor does hereby covenant and agree to and with Landlord and the Authority, that if default shall at any time be made by Tenant, in the payment of any such rents or other sums or charges payable by Tenant under the Sublease or in the performance of any of the covenants, terms, conditions or agreements contained in the Sublease, Guarantor will forthwith pay such rent or other sums or charges to Landlord, and any arrears thereof (including, without limitation, any and all interest or additional charges as provided in the Sublease), and will forthwith faithfully perform and fulfill all of such covenants, terms, conditions and agreements, and will forthwith pay to Landlord and the Authority all damages and all costs and expenses that may arise in consequence of any default by Tenant, under the Sublease (including, without limitation, all attorneys' fees and any and all expenses incurred by Landlord or the Authority or caused by any such default and/or by the enforcement of this Guaranty).

3. This Guaranty is an absolute and unconditional guaranty of payment and of performance and is a surety agreement. Guarantor's liability hereunder is direct and may be enforced immediately without Landlord or the Authority being required to resort to any other right, remedy or security and this Guaranty shall be enforceable immediately against Guarantor, without the necessity for any suit or proceedings on Landlord's part of any kind or nature whatsoever against Tenant, and without the necessity of any notice of non-payment, non-performance or non-

observance or the continuance of any such default or of any notice of acceptance of this Guaranty or of Landlord's or the Authority's intention to act in reliance herein or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no manner be terminated, affected, or impaired by reason of the assertion or the failure to assert by Landlord or the Authority against Tenant, or of any of the rights or remedies reserved to Landlord or the Authority pursuant to the provisions of the Sublease.

4. This Guaranty shall be a continuing Guaranty, and (whether or not Guarantor shall have notice or knowledge of any of the following) the liability and obligation of Guarantor hereunder shall be absolute and unconditional irrespective of: (i) any amendment or modification of, or supplement to, or extension or renewal of the Sublease or any assignment or transfer thereof or sublease of the Premises; (ii) any exercise or non-exercise of any right, power, remedy or privilege under or in respect of the Sublease or this Guaranty or any waiver, consent or approval by Landlord or the Authority with respect to any of the covenants, terms, conditions or agreements contained in the Sublease or any indulgences, forbearances or extensions of time for performance or observance allowed to Tenant from time to time, at any time and for any length of time, (iii) any lack of validity or enforceability of the Sublease or any other agreement or instrument relating thereto; (iv) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition or liquidation or similar proceedings relating to Tenant, or its properties or creditors; (v) any impairment, modification, change, release or limitation of liability or obligation of Tenant under the Sublease (including, but not limited to, any disaffirmance or abandonment by a trustee of Tenant), resulting from the operation of any present or future provision of the United States Bankruptcy Code, as amended, or any other similar federal or state statute, or from the decisions of any court; (vi) any other circumstances which might otherwise constitute a defense available to, or a discharge of, the Tenant in respect of the Sublease or the Guarantor in respect of this Guaranty. This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any rents, additional rents and any and all other charges by Tenant, under the Sublease, or performance and observance of any and all of the covenants, terms, conditions and agreements of the Sublease to be performed and observed by Tenant, under the Sublease are rescinded, cancelled or otherwise must be returned by Landlord upon the insolvency, bankruptcy or reorganization of the Tenant, all as though such payment had not been made and/or performance and observance had not occurred.

5. All of Landlord's and the Authority's rights and remedies under the Sublease and under this Guaranty are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others. No termination of the Sublease or taking or recovering of the premises demised thereby shall deprive Landlord or the Authority of any of its rights and remedies against Guarantor under this Guaranty. This Guaranty shall apply to Tenant's obligations thereunder during the original term thereof in accordance with the original provisions thereof.

6. Guarantor represents and warrants to Landlord that (a) it is duly incorporated, validly existing and in good standing under the laws of the State of Delaware; (b) the making, executing and delivery of this Guaranty does not require any vote or consent of either the Board of Directors or shareholders of Guarantor; and (c) that the officer executing this Guaranty has been duly authorized.

7. As a further inducement to Landlord to make and enter into the Sublease and perform its obligations thereunder, and in consideration thereof, Guarantor covenants and agrees that in any

action or proceeding brought on, under or by virtue of this Guaranty, Guarantor shall and does hereby waive trial by jury. Guarantor agrees to pay Landlord's and the Authority's reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempted collection or in any negotiations relative to the obligations hereby guaranteed or in enforcing this Guaranty against the undersigned, individually, jointly and severally.

8. This Guaranty shall be legally binding upon Guarantor, its successors and assigns and shall inure to the benefit of Landlord and the Authority, and their respective successors and assigns. The word "Tenant" is used herein to include each and every of the persons named above as Tenant, be the same one or more, as well as their permitted heirs, personal representatives, successors and assigns.

9. This Guaranty shall be governed by, and construed in accordance with, the laws of the State of New Jersey

IN WITNESS WHEREOF, Guarantor, intending to be legally bound hereby, has caused this Guaranty to be executed and delivered by its officer thereunto duly authorized as of the date first written above.

ATTEST: **(Insert Guarantor)**

_____ By_____(SEAL)

Address: _____
_____
_____

Telephone: _____

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ known to me to be the _____ and _____ known to me to be the _____, of _____, the corporation that executed the within Instrument, known to me to be persons who executed the within Instrument, on behalf of the corporation herein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board or directors.

WITNESS my hand and official seal the day and year in this certificate first above written.

_____
Notary Public in and for
said County and State

(SEAL) My Commission Expires_____

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

AIRPORT CAFES DOMESTIC, LLC (the "Company") has complied with Board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY: AIRPORT CAFES DOMESTIC, LLC	FOR THE UNION: [Insert Name of Labor Organization]
BY:_____	BY:_____
DATE:_____	DATE:_____

SCHEDULE G

Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation

In accordance with regulations of the US Department of Transportation 49 CFR Part 23, the Port Authority has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE) program under which qualified firms may have the opportunity to operate an airport business. The Port Authority has established an ACDBE participation goal, as measured by the total estimated annual gross receipts for the overall concession program. The goal is modified from time to time and posted on the Port Authority's website: www.panynj.gov.

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. The Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint ventures in which ACDBEs control a distinct portion of the joint venture business and/or purchase of goods and services from ACDBEs. In connection with the aforesaid good faith efforts, as to those matters contracted out by the Concessionaire in its performance of this agreement, the Concessionaire shall use, to the maximum extent feasible and consistent with the Concessionaire's exercise of good business judgment including without limit the consideration of cost competitiveness, a good faith effort to meet the Port Authority's goals. Information regarding specific good faith steps can be found in the Port Authority's ACDBE Program located on its above-referenced website. In addition, the Concessionaire shall keep such records as shall enable the Port Authority to comply with its obligations under 49 CFR Part 23 regarding efforts to offer opportunities to ACDBEs.

Qualification as an ACDBE

To qualify as an ACDBE, the firm must meet the definition set forth below and be certified by the New York State or New Jersey Uniform Certification Program (UCP). The New York State UCP directory is available on-line at www.nysucp.net and the New Jersey UCP at www.njucp.net.

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed $47.78 million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged

business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of part 23 is $750,000.

The ACDBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Port Authority makes a rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged":

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the Port Authority, as a certifying partner in the New York State and New Jersey UCPs will

determine whether the individual is socially or economically disadvantaged under the criteria established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP directories but which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee, the term Concessionaire shall mean the Lessee herein.

_____
For the Port Authority

Initialed:

_____
For the Permittee

_____
For the Airline

_____
For the Guarantor

_____
For the Guarantor

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

AIRPORT CAFES DOMESTIC, LLC (the "Company") has complied with Board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:
AIRPORT CAFES DOMESTIC, LLC

BY: [signature]

DATE: 3/13/09

FOR THE UNION:
[Insert Name of Labor Organization]

BY: [signature]

DATE: 3/13/09

: For Port Authority Use Only:
:
: AYD-476 :

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 Park Avenue South
New York, New York 10003

JOHN F. KENNEDY INTERNATIONAL AIRPORT
PRIVILEGE PERMIT

The Port Authority of New York and New Jersey (herein called "the Port Authority") hereby grants to the Permittee hereinafter named the hereinafter described privilege at John F. Kennedy International Airport, in the Borough and County of Queens, City and State of New York, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee or fees hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. PERMITTEE: WESTFIELD CONCESSION MANAGEMENT INC., a Delaware corporation

2. PERMITTEE'S ADDRESS: 11601 Wilshire Blvd., 12th Floor, Los Angeles, California 90025

3. PERMITTEE'S REPRESENTATIVE: George Giaquinto, Jr., Vice President

4. PRIVILEGE: As set forth in Special Endorsement No.1

5. FEES: As set forth in Special Endorsement No. 2

6. EFFECTIVE DATE: September 2, 2004

7. EXPIRATION DATE: December 27, 2015, subject to earlier termination or revocation as provided in Section 1 of the following Terms and Conditions and the Special Endorsements annexed hereto

8. ENDORSEMENTS: 3.1, 6.1, 8.0, 9.1, 9.5, 9.6, 14.1, 16.1, 17.1, 19.2, 21.1, 22 and SPECIAL

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

Dated: As of September 2, 2004

By _____

(Title) Assistant Director

APPROVED:
FORM | TERMS
WG | SB

WESTFIELD CONCESSION MANAGEMENT INC.

By _____
GEORGE GIAQUINTO, JR.
(Title) Vice President

CONSENTED AND AGREED TO
AS OF SEPTEMBER 2, 2004:

AMERICAN AIRLINES, INC.

By: Laura Einspanier

LAURA EINSPANIER

(Title) Vice President - Corporate Real Estate

TERMS AND CONDITIONS

1. The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition hereof, it may be revoked at any time by the Port Authority, with or without cause, and with or without prior notice. Unless sooner revoked, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

2. The permission hereby granted shall in any event terminate with the expiration or termination of the lease of the Airport from the City of New York to the Port Authority under the Amended and Restated Agreement of Lease of the Municipal Air Terminals between the City and the Port Authority, dated as of November 24, 2004 and recorded in the Office of the City Register of the City of New York on December 3, 2004 under City Register File No. 2004000748687, as the same from time to time may have been or may be supplemented or amended. No greater rights or privileges are hereby granted to the Permittee than the Port Authority has power to grant under said agreement.

3. The rights granted hereby shall be exercised

(a) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,

(b) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, and employees,

(c) if the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees, or

(d) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees;

and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other person, corporation or legal entity. The Permittee shall not assign or transfer this Permit or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein

stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

4. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

5. The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Airport. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the written approval of the General Manager of the Airport. The Port Authority shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

6. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Airport as a means of ingress and egress to, from and about the Airport, and also in the use of portions of the Airport to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Airport.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Airport beyond a reasonable loading or discharging time, except in regular parking areas and upon payment of the regular charges therefor.

7. The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any of the operations, acts or omissions of the Permittee hereunder, including claims and demands of the City against the Port Authority pursuant to the provisions of the aforesaid Agreement of November 24, 2004 between the City and the Port Authority, whereby the Port Authority has agreed to indemnify the City against claims.

8. The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations hereunder. The Permittee shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.

9. Any property of the Permittee placed on or kept at the Airport by virtue of this Permit shall be removed on or before the expiration of the permission hereby granted. In the event of revocation, the Permittee shall have two days, exclusive of Saturdays, Sundays and legal holidays (as determined by the laws of the State of New York), after the effective date of revocation, in which to remove such property.

If the Permittee shall so fail to remove such property upon the expiration or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

10. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 7 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

11. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Airport or to be placed or brought on the Airport, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

12. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the General Manager

of the Airport; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

13. As used herein

(a) The term "Executive Director" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit, but until further notice from the Port Authority to the Permittee, it shall mean the Executive Director of the Port Authority for the time being or his duly designated representative or representatives.

(b) The terms "General Manager of the Airport" or "Manager of the Airport" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the General Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the General Manager or the Acting General Manager of John F. Kennedy International Airport for the time being, or his duly designated representative or representatives.

14. The Permittee's representative, hereinbefore specified, (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit and any things done or to be done hereunder, and to execute on the Permittee's behalf any amendments or supplements to this Permit or any extension thereof and to give and receive notices hereunder.

15. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given if the same be in writing and sent by registered mail addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the Permittee's representative, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

16. The Permittee agrees to be bound by and comply with the provisions of all endorsements annexed to the Permit at the time of issuance.

17. Neither the Commissioners of the Port Authority nor any officer, agent or employee thereof, shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

18. This Permit, including the attached endorsements and exhibits, if any, constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the parties. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority/s rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefore at the Airport;

(b) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(c) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

As used in the above subsections "service" shall include furnishing of parts, materials and supplies (including sale thereof).

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Permittee of the promises and obligations contained in this Permit is therefore a special consideration and inducement to the issuance of this Permit by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Permit, the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Endorsement in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons, including the United States of America, resulting from the Permittee's noncompliance with any of the provisions of this Endorsement, and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Airport, including any Space covered by this Permit, or for the safe and efficient operation of the Airport, including any Space covered by this Permit. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five (5) days before the Permittee shall be required to comply therewith.

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

"City" shall mean The City of New York, a municipal corporation of the State of New York.

"City Lease" or "Basic Lease" shall mean the Amended and Restated Agreement of Lease of the Municipal Air Terminals between The City of New York, as Landlord, and The Port Authority of New York and New Jersey, as Tenant, dated as of November 24, 2004 and recorded in the office of the City Register of the City on December 3, 2004 under City Register File No. 2004000748687, as the same may have been or may be amended or supplemented.

"John F. Kennedy International Airport", "Airport" or "Facility" shall mean the land and premises in The City of New York, in the County of Queens and State of New York, consisting of certain premises identified as "John F. Kennedy International Airport" on Sheet JFK-1 of Exhibit A, and more particularly described in Exhibit B, annexed to the City Lease, and such other property and premises as may be acquired in connection with and added to such premises pursuant to the terms of the City Lease.

The Port Authority has agreed by a provision in its agreement of lease with the City covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City and of its various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments; ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

(1) The Permittee in its own name as assured shall secure and pay the premium or premiums for such of the following policies of insurance with respect to which minimum limits are fixed in the schedule below. Each such policy shall be maintained in at least the limit fixed with respect thereto, shall cover the operations of the Permittee under this Permit, and shall be effective throughout the effective period:

SCHEDULE

	Policy	Minimum Limit
(a)	Commercial general liability insurance (to include contractual liability endorsement)	
	(1) Bodily-injury liability:	
	For injury or wrongful death to one person:	$2,000,000.00
	For injury or wrongful death to more than one person in any one occurrence:	$2,000,000.00
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$2,000,000.00
	(3) Products liability:	$
(b)	Automotive liability insurance:	
	(1) Bodily-injury liability	
	For injury or wrongful death to one person:	$2,000,000.00
	For injury or wrongful death to more than one person in any one occurrence:	$2,000,000.00
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$2,000,000.00
(c)	Plate and mirror glass insurance, covering all plate and mirror glass in the premises, and the lettering, signs, or decorations, if any, on such plate and mirror glass:	$
(d)	Boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$
(e)	"Additional Interest" policy of boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$

(2) The Port Authority shall be named as an additional insured in any policy of liability insurance required by this Endorsement, unless the Port Authority shall, at any time during the effective period of this Permit, direct otherwise in writing, in which case the Permittee shall cause the Port Authority not to be so named.

(3) Every policy of insurance on property other than that of the Permittee required by this Endorsement shall name the Port Authority as the owner of property, unless the Space is located in an area as to which the Port Authority is itself a lessee, in which case the Port Authority shall be named as the lessee and the owner shall be named as the owner, and the policy shall be endorsed substantially as follows:

> "Loss, if any, under this policy, as to the interest of the owner and as to the interest of the Port Authority of New York and New Jersey, shall be adjusted solely with the Port Authority, and all proceeds under this policy shall be paid solely to the Port Authority."

(4) The "Additional Interest" policy of boiler and machinery insurance required by this Endorsement shall provide protection under Sections 1 and 2 only of the Insuring Agreements of the form of policy approved for use as of the date hereof by the National Bureau of Casualty Underwriters, New York, New York.

(5) As to any insurance required by this Endorsement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority within ten (10) days after the execution of this Permit. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving ten (10) days' written notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, of if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

(6) Each policy of insurance required by this Endorsement shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters and the New York Fire Insurance Exchange, or if the Permittee's operations hereunder are in New Jersey, the National Board of Fire Underwriters and The Fire Insurance Rating Organization of N.J., and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Endorsement, any fire insurance, extended coverage or rental insurance rate on the Airport or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

The Permittee shall not do or permit to be done any act which

(a) will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereon, or

(b) will increase the rate of any fire insurance, extended coverage or rental insurance on the Airport or any part thereof or upon the contents of any building thereon, or

(c) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or

(d) may cause or produce upon the Airport any unusual, noxious or objectionable smokes, gases, vapors or odors, or

(e) may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Airport, or

(f) shall constitute a nuisance in or on the Airport or which may result in the creation, commission or maintenance of a nuisance in or on the Airport.

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

1. Grant of Privilege.

(a) (i) By agreement of lease dated as of December 22, 2000 bearing Port Authority file No. AYB-085R (said agreement of lease, as heretofore amended and extended, being hereinafter called the "Airline Lease") the Port Authority leased to American Airlines, Inc. (the "Airline") certain premises in the passenger terminal building designated "Passenger Terminal Buildings 8 and 9" at John F. Kennedy International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in the Airline Lease. It was contemplated under the Airline Lease that certain food-and-beverage, news, news & gift, specialty retail and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. Accordingly, in accordance with the applicable provisions of the Airline Lease, the Airline and Westfield Concession Management, Inc. (the "Permittee") have entered into an agreement, made as of September 2, 2004 (which agreement is hereinafter called the "Concession Agreement"), in the form of a contract under which the Permittee agreed to develop, lease, manage and market certain concession facilities in the Terminal, including management of existing concession facilities in the Terminal previously operated by or through Sky Chefs, Inc.

(ii) Pursuant to an Assignment and Assumption Agreement, dated as of June 1, 2004 between the Permittee and Sky Chefs, Inc. and consented to by the Airline, Sky Chefs, Inc. assigned to the Permittee and the Permittee assumed from Sky Chefs, Inc.: (1) the agreement, dated as of July 29, 1994, between Sky Chefs, Inc. and the Airline (as the same was supplemented, the "Sky Chefs Agreement") and (2) the permit, dated as of February 15, 1995 and bearing Port Authority Permit No. AYC-462, between Sky Chefs, Inc. and the Port Authority (the "Sky Chefs Permit"). Pursuant thereto, the Permittee assumed management of the existing concession operations in the Terminal previously operated by or through Sky Chefs, Inc. The Port Authority consented to the assignment of the Sky Chefs Permit pursuant to an Assignment With Assumption and Consent Agreement, dated as of June 1, 2004. Upon the execution of this Permit by the Permittee and the Port Authority and consented to by the Airline, the Sky Chefs Agreement and the Sky Chefs Permit shall automatically terminate, except that (1) the Sky Chefs Agreement and the Sky Chefs Permit shall continue in effect as the same relate to the services to be provided by the Permittee from and after June 1, 2004, in accordance with Article 9 of the Concession Agreement to and including the Effective Date of this Permit and (2) all obligations and liabilities which are intended to survive the termination of the Sky Chefs Agreement and the Sky Chefs Permit shall so survive, including but not limited to indemnity and insurance obligations. The Permittee shall cause the existing security deposit in the form of a letter of credit in the amount of One Million Four Hundred Thousand Dollars ($1,400,000.00), submitted by the Permittee under the Sky Chefs Permit to be amended to the amount of One Million Dollars ($1,000,000.00) and delivered to the Port Authority, and such amended letter of

credit shall be applied to the Permittee's security deposit requirements under this Permit. The Permittee hereby grants its consent to such transfer and application of the previously-provided security deposit to this Permit.

(iii) By its terms, the Concession Agreement is subject and subordinate to the Airline Lease and the Permittee is obligated under the Concession Agreement to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. It was stipulated in the Airline Lease and in the Concession Agreement that the Permittee would also enter into this Permit with the Port Authority covering such services to be provided by Permittee under the Concession Agreement. The Port Authority hereby acknowledges that subject to the provisions of subparagraph (h) of this Special Endorsement, the Port Authority hereby consents to the Concession Agreement as of September 2, 2004.

(b) From and after the Effective Date hereof, the Port Authority grants to the Permittee the privilege of developing, subleasing, managing and marketing concession operations in the Terminal in accordance with terms of the Airline's comprehensive plan for consumer services required pursuant to the Airline Lease, and approved by the Port Authority, but for no other purpose whatsoever.

(c) The Permittee shall exercise the privilege herein granted only in the space and facilities designated in the Concession Agreement and identified in **"Exhibit A"** to this Permit, attached hereto and incorporated by reference herein as such **"Exhibit A"** may be amended from time to time by the parties to the Concession Agreement with the Port Authority's prior written consent, and the Permittee hereby agrees to exercise such privilege subject to all the terms and conditions of this Permit. The Permittee acknowledges that the Port Authority has made no representation or warranty as to the location, size, adequacy or suitability of any of such space or the facilities in the Terminal. Each consumer services concession facility location so designated under the Concession Agreement is sometimes hereinafter referred to as a "Space" and all of the consumer services concession facilities and certain designated portions of the food court public seating areas and other designated public areas as shown and identified on **"Exhibit A"** are hereinafter collectively referred to as the "Concession Area". The Permittee acknowledges and agrees that it has not relied on any representation or statement of the Port Authority, its Commissioners, officers, employees or agents as to the condition or the suitability of the Concession Area for the conduct of the Permittee's operations contemplated hereunder.

(d) It is understood that neither the Permittee nor any Affiliate of the Permittee shall conduct or have any interest whatsoever in any entity conducting a concession operation in any Space. For purposes of this Permit, the term "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership

of voting securities, by contract, or otherwise (including any entity in which a person (including any general or limited partner, managing and non-managing member or shareholder of such person) has an ownership interest.

(e) (i) In accordance with the provisions of the Airline Lease and the Concession Agreement, but subject to the terms, conditions and provisions of this Permit, the Permittee shall negotiate, as a landlord, agreements with concession operators (each such specialty retail, news, news & gift, service and/or food-and-beverage concession operator being hereinafter called an "Operator" and such concession operators being hereinafter collectively called "Operators") permitting each Operator to operate a concession facility in a designated Space in the Terminal, provided, however, that the proposed Operator, the agreement to be entered into between the proposed Operator and the Permittee, and the annual leasing plan for the Terminal (as referred to in Article 2 (Exhibits B-1 and B-2) of the Concession Agreement) shall be consented to in advance by the Port Authority (as or to the extent provided under the Airline Lease) and the Airline, and provided, further, that any sublease, sub-sublease, license, permit or concession agreement, or any other form of written agreement, however denominated, including any renewal or modification thereof (hereinafter "Sublease" and collectively "Subleases"), shall be void *ab initio* and of no force or effect unless and until the proposed Operator, the Permittee, the Airline and the Port Authority shall have executed a consent agreement in form and substance provided by the Port Authority approving same. The general form of such consent agreement is included in this Permit as **"Exhibit B"** attached hereto and incorporated by reference herein (being hereinafter called the "Consent Agreement").

(ii) The Permittee shall prepare a standard form of Sublease to be entered into between the Permittee and a proposed third party Operator, in accordance with this paragraph, which Sublease shall have been approved in advance by the Port Authority. The Port Authority hereby acknowledges that the Permittee has prepared the standard form of Sublease which has been submitted (on March 24, 2005) to and approved as to form and content by the Port Authority; provided, however, the Port Authority reserves the right to require modifications to same from time to time as it deems necessary. Any deviations or modifications of the Port Authority approved standard form of Sublease, with respect to each and every Operator, shall be identified in a writing (such writing may include computer generated comparisons showing such deviations or modifications which are transmitted electronically) to the Port Authority and shall be subject to its approval.

(iii) Any and all Subleases with Operators shall provide that the Port Authority shall have the right to revoke its Consent Agreement with such Operator without cause at any time on thirty (30) days' written notice, which notice must be concurred in or jointly subscribed by the Airline. Concurrence with the Airline shall not be required for any termination of a Consent Agreement for cause. If the Permittee terminates a Sublease for whatever reason, the Consent Agreement between the Port Authority, the relevant Operator and the Permittee, as consented to by the Airline, shall be deemed simultaneously terminated, subject to those obligations and liabilities of the Operator which impliedly or expressly survive such termination.

(f) Subleases shall provide that all Operator security deposits shall be made payable to and held by the Permittee during the term of the Sublease; provided, however, upon request of the Port Authority, the Permittee shall provide the Port Authority with financial, credit and other relevant background information requested by it concerning the prospective Operator and the Permittee hereby agrees to provide the same upon request of the Port Authority to the extent the same can be obtained by using commercially reasonable efforts but, in all events, the Permittee shall provide to the Port Authority all information which the Permittee reviewed or upon which it relied in determining the amount of the security deposit to be obtained from the prospective Operator. The Airline and the Port Authority acknowledge that the security deposit(s) of an Operator may not be sufficient to satisfy in full the unpaid claims and demands (including estimated damages) of both the Airline and the Port Authority with respect to said Operator. The Port Authority reserves the right to directly and independently pursue any and all of its legal remedies against any Operator. Neither the Permittee nor the Airline shall have any right to, or interest in, any portion of a security deposit(s) held by the Port Authority pursuant to any other agreement to which the Port Authority and an Operator are parties, whether elsewhere at the Airport or at any other Port Authority facility.

(g) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent, nor shall there be created an implication that there has been consent, to any enlargement, diminishment or change in the rights, powers and privileges granted to the Airline under the Airline Lease. Consistent with the foregoing sentence, neither this Permit nor any references to the Airline contained herein are intended to create nor may be deemed to create any new rights or obligations of the Airline vis-à-vis the Port Authority or of the Airline vis-à-vis the Permittee whatsoever, except where it is otherwise expressly so stated or clarified and the Airline acknowledges that the provisions of the Permit vis-à-vis the Airline and the Port Authority (e.g., Special Endorsement No. 4 below) are not inconsistent with the Airline Lease. The Concession Agreement is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Concession Agreement shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Concession Agreement including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be impaired. The lack of any specific reference in any provisions of the Concession Agreement to Port Authority approval or consent shall not be deemed to apply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

No provision of the Concession Agreement including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provisions of the Concession Agreement covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction on the Concession Area covered by this Permit, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Concession Agreement which are not specifically referred to herein.

(h) In the event of conflicts and inconsistencies between the terms of the Concession Agreement and the terms of this Permit, the terms of this Permit shall control as between the Port Authority and the Permittee, subject to subparagraph (j) below. In addition, Special Endorsement No. 4 of this Permit shall not be deemed to be a conflict or inconsistency between this Permit and the Concession Agreement or Airline Lease. Nothing contained herein shall be or be deemed to affect the exercise by either the Permittee or the Airline of any right either may have pursuant to the terms of the Concession Agreement to terminate the term of such Concession Agreement. No changes or amendments to the Concession Agreement nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless such changes, amendments, renewals, or extensions have been approved in advance by the Port Authority in writing.

(i) Notwithstanding any other provision of this Permit or the Concession Agreement, this Permit and the privileges granted hereunder shall in any event terminate and expire on the date of expiration or earlier termination of the Concession Agreement, or on the day preceding the expiration date of the Airline Lease, or upon early termination or cancellation of the Airline Lease and/or any rejection of the Concession Agreement or the Airline Lease (including, without limitation, by any trustee/receiver acting on the Airline's behalf) as either an executory contract or an unexpired real property lease under the applicable provisions of the United States Bankruptcy Code, as amended, whichever shall be earlier; provided, however, that nothing contained in this subparagraph shall affect or impair the rights of revocation or termination reserved to the Port Authority as contained elsewhere in this Permit.

(j) Consistent with the provisions of Special Endorsement 2(h), and notwithstanding anything to the contrary stated in the Concession Agreement, or this Permit, the Airline and the Permittee acknowledge that no rent abatements granted by the Permittee to an Operator under a Sublease, or by the Airline to the Permittee under the Concession Agreement, may diminish or otherwise adversely affect the PA Share payable hereunder, other than those abatements (1) which are expressly set forth in the Airline Lease and are applicable to the Concession Area, and

(2) which are consistent with the Port Authority's generally applicable policies for abatements at the Airport as then in effect (and to the degree they are permitted by such policies) and specifically consented to by the Port Authority in writing before being applied. The Permittee shall not claim any abatements vis-à-vis the Port Authority except as set forth in this subparagraph (j).

2. Defined Terms; Fees.

(a) Terms used herein shall have the meanings set forth below. Terms defined in the singular shall be deemed to have the corresponding plural definition when appearing in the text in a plural form, and vice-versa.

(1) "Airline Annual Guaranteed Fee Amount" shall have the meaning described in Special Endorsement No. 4 hereof and shall be an amount calculated for and during each Annual Period occurring during the period of the permission granted under this Permit.

(2) "Annual Period" shall mean, as the context requires, the period commencing on the Effective Date of the permission granted under this Permit and expiring December 31, 2004, both dates inclusive, and each of the twelve (12) month periods thereafter occurring during the effective period of the permission granted under this Permit commencing January 1, 2005 and on each anniversary of that date; provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the Annual Period in which the date of expiration or earlier termination or revocation of the effective period of the permission granted under this Permit shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted under this Permit.

(3) "CPI Index" shall mean the Consumer Price Index for All Urban Consumers - NY-Northern NJ-Long Island, NY-NJ-CT (All Items, unadjusted 1982-1984=100) published by the Bureau of Labor Statistics of the United States Department of Labor. In the event the CPI Index to be used in computing any adjustment referred to in these Special Endorsements is not available on the Effective Date of such adjustment, the Permittee shall continue to pay the fees/rental at the annual rate then in effect subject to retroactive adjustment at such time as the specified CPI Index becomes available; provided, however, that the Port Authority may at its option substitute for such CPI Index the Index for the latest preceding month then published to constitute the specified CPI Index. In the event the United States Consumer Price Index for All Urban Consumers, described above, shall hereafter be converted to a different standard reference base or otherwise revised or the United States Department of Labor shall cease to publish the United States Consumer Price Index for All Urban Consumers - New York-Northern New Jersey-Long Island, NY-NJ-CT (All Items, unadjusted 1982-84=100), then for the purposes hereof there shall be substituted for the CPI Index such other appropriate index or indices properly reflecting changes in the value of current United States money in a manner

similar to that established in the CPI Index used in the latest adjustment as the Port Authority in its discretion determine.

(4) "Enplaned Passenger" shall mean any passenger determined by the Airline to have boarded an aircraft at the Terminal, including passengers who disembark and re-board the same aircraft as part of the same flight itinerary, but excluding passengers, such as international in-transit passengers, from international flights who are restricted from exposure to the Concession Area.

(5) "Enplaned Passenger Minimum Guarantee" means $0.70 per domestic Enplaned Passenger and $1.50 per international Enplaned Passenger (in either case on any airline, and not just the Airline) tabulated by the Airline for each month during the period of permission granted under this Permit based on the actual number of Enplaned Passengers at the Terminal to be reported to Permittee, monthly by the Airline and in the same format as provided to the Port Authority, and annually at the same time and in the same format as reported to United States governmental authorities, for the purpose of verifying calculation of the "Minimum Guaranteed Rental Shortfall" under the Concession Agreement. The Enplaned Passenger Minimum Guarantee shall be adjusted annually during the period of permission granted under this Permit in accordance with Special Endorsement 2(a)(8) below.

(6) "Gross Receipts" shall mean and include all monies paid or payable to each and every Operator (which term includes, for the purposes of this definition, any permitted assignees of Subleases or sublicensees/invitees of subtenants, and any other concessionaires or occupants who may be permitted to conduct concession operations within the Concession Area, and the existing concession operators in Terminals 8 and 9), whether for cash, credit or otherwise, for sales made or services rendered at or from the Operator's Space regardless of when or where the order therefor is received and outside the Operator's Space if the order is received at the Terminal, retail display allowances or other promotional incentives (the gross amounts thereof, not net of expenses) received from vendors, suppliers or manufacturers and other revenues of any type arising out of or in connection with any Operator's operations at the Terminal, including, without limitation: proceeds from the sale of gift and merchandise certificates (but only when such certificates are treated as a sale from the Operator's Space pursuant to an Operator's record-keeping system), mail, catalogue (as further explained below), closed circuit television, computer, other electronic or telephone orders received or filled; deposits not refunded to purchasers; orders taken at the Operator's Space (although such orders may be filled elsewhere); sales through vending machines or other devices; the spread earned on any exchange of foreign currency transactions whether as a currency exchange service or in connection with the sale of merchandise or services; and all insurance proceeds received due to loss of gross earnings under any Operator's business interruption insurance coverage. Catalogue sales generated from catalogues distributed from an Operator's Space will be included in the Operator's calculation of Gross Receipts. For this purpose, catalogues displayed in an Operator's Space will include a tracking number unique to the Operator's Space that allows for an auditable method for tracking such sales. A "sale" shall be treated as consummated for the

purposes of this definition, and the entire amount of the sales price shall be included in Gross Receipts and deemed received at the time of determination of the amount due for each transaction, whether for cash, credit or otherwise, and not at the time of billing or payment. No deduction shall be allowed for uncollected or uncollectible credit accounts or "bad" checks.

Gross Receipts shall not include (a) any sums collected for any federal, state, county and municipal sales taxes, so-called luxury taxes, use taxes, consumer excise taxes, gross receipts taxes and other similar taxes now or hereafter imposed by law upon the sale of merchandise or services but only if separately stated from the sales price and only to the extent paid by Operators to any duly constituted governmental/taxing authority, (b) the exchange of merchandise between the stores or warehouses owned by or affiliated with any Operator, if any, where such exchanges of goods or merchandise are made solely for the convenient operation of the business of such Operator and not for the purpose of consummating a sale which has theretofore been made at, in, from or upon the Space or for the purpose of depriving the Permittee, the Airline or the Port Authority of the benefit of the sale which otherwise would be made at, in, from or upon the Space, (c) the amount of any cash or credit refund made upon any sale where the merchandise sold, or some part thereof, is thereafter returned by a purchaser and accepted by the Operator to which it is returned, (d) the proceeds of sale of fixtures, equipment or other items of property which are not stock in trade and not in the ordinary course of any Operator's business, (e) any receipts of an Operator which arise from its operations under any other agreement at the Airport (i.e., an agreement other than the specific Sublease to be entered into between the Permittee and the Operator for a Space within the Concession Area), (f) shipping, delivery, alteration workroom and gift wrapping charges provided at the Operator's actual cost and documented separately by the Operator when such charges are merely an accommodation to customers, (g) receipts in the form of refunds from, or the value of merchandise, services, supplies or equipment returned to, vendors, shippers, suppliers or manufacturers, including volume discounts received from an Operator's vendors, suppliers or manufacturers, (h) income actually received by an Operator from manufacturers of goods displayed for sale at the Space (e.g., cosmetics, perfume) if the conditions set forth below are fully and strictly satisfied with respect to such income; (i) customary discounts given by an Operator on sales of merchandise or services to its own employees, if separately stated, and limited in amount to not more than one percent (1%) of Gross Receipts per month, (j) mandatory discounts, if separately stated, of ten percent (10%) given by Operators on sales of merchandise or services to employees of the Permittee, the Airline, the Port Authority, other airline lessees in the Terminal, and other persons employed at the Airport, (k) gratuities for services performed by employees of an Operator which are paid by an Operator or its customers to such employees, except to the extent the Operator may be entitled to receive a portion of such gratuities, (l) the sale or transfer in bulk of the inventory of an Operator to a purchaser of all or substantially all of the assets of such Operator in a transaction not in the ordinary course of such Operator's business, and/or (m) except with respect to insurance proceeds received due to loss of gross earnings under any Operator's business interruption insurance coverage as provided above and/or insurance proceeds that may be payable to the Airline or the Port Authority or the

Permittee under such coverage, receipts from all other insurance proceeds received by an Operator as a result of a loss or casualty.

(a) The conditions with respect to clause (h) above are as follows: (i) the manufacturer specifically identifies the time period to which the income relates, (ii) reimbursement from the manufacturer to the Operator occurs in connection with employees (1) who are on the Operator's payroll for the operations permitted under such Operator's Consent Agreement with the Port Authority and (2) who are on such payroll during the time period to which the reimbursement relates, (iii) the manufacturer and the Operator have previously entered into a written agreement that sets forth the material terms of their arrangement with regard to the reimbursement that is the subject of clause (h) above, and (iv) the Operator provides to the Permittee and the Port Authority written documents and records substantiating the matters listed in sub-clauses (i) through (iii) of this paragraph. Without limiting the generality of the foregoing, any and all income that would otherwise qualify as being excludable from Gross Receipts for purposes of the Operator's Sublease with the Permittee and the Concession Agreement shall be includable in Gross Receipts if and to the extent that the income from the manufacturer which is associated with an identified employee during a calendar year exceeds such identified employee's base salary for the same calendar year. Such determination shall be made separately with respect to each employee of the Operator and with respect to each calendar year.

(b) For the purpose of determining the percentage rentals and fees payable by Operators (which term includes any assignees, sub-subtenants, licensees of Operators, and any other concessionaires or occupants who may be permitted to conduct concession operations within the Operator's Space) to the Airline and the Port Authority, respectively, through the services of the Permittee as permitted hereunder, all monies, payments, or fees paid or payable to the Operator by its sub-tenants, franchisees or licensees in connection with their operations (including, but not limited to, any rent in excess of the rent due under the relevant Sublease) and all receipts arising out of the permitted operations of any such sub-Operator, franchisee or licensee shall be deemed to be the Gross Receipts of the Operator, shall be included in the Gross Receipts of the Operator and shall be subject to the percentage rental and fee set forth in the applicable Sublease. In the event of any difference between the definition of Gross Receipts in the Concession Agreement and the definition of Gross Receipts in this Permit, the definition of Gross Receipts set forth in this Permit shall control.

(7) "Gross Rent-Based Revenues" shall mean all moneys paid or payable to the Permittee from Operators which are the subject of the Concession Agreement and this Permit including, without limitation, all amounts paid or payable to the Permittee from Operators in the form of fines, liquidated damages, late fees and interest, delinquency amounts and/or early termination payments upon Sublease terminations, and the like. Gross Rent-Based Revenues shall include any and all rentals (whether referred to in the applicable Sublease as guaranteed rent, basic rent, percentage rent, rent for use and occupancy of storage space or otherwise) paid or payable to the Permittee from all Operators and, in addition, all other Operator payments (to

the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Permittee, as applicable). Operators may not be charged in excess of the Airline's and/or the Permittee's actual costs for utility services and taxes (if any) which are not included in rentals as aforesaid (including, but not limited to, items such as rent for storage space. Gross Rent-Based Revenues shall exclude amounts paid or payable to the Permittee by Operators as utility payments and taxes (to the extent permitted as aforesaid), amounts paid or payable as contributions to the "Joint Marketing Fund" (as such term is defined in the Concession Agreement), and amounts paid or payable for the "Common Area Maintenance Fee" (as such term is defined in the Concession Agreement but referred to in the Sublease, by way of information, as the "Logistical Support and Public Area Maintenance Fee") as well as any other actual pass-through charges for expenses actually incurred by the Airline and the Permittee, as applicable. Each of the above-listed, excluded payments shall strictly represent actual costs incurred, i.e., pass-through amounts without any administrative charge or other mark-up.

(8) "Minimum Guaranteed Rental/Fee" ("MAG") shall mean the annual amount of the Enplaned Passenger Minimum Guarantee.

(a) The Enplaned Passenger Minimum Guarantee rates, as adjusted by the CPI Index as described in subparagraph (b) of this paragraph 8, will be determined as of the MAG Effective Date and further readjusted each January 1 thereafter based on the number of Enplaned Passengers as follows: if the Enplaned Passengers total for the calendar year preceding the MAG Effective Date or any subsequent year during the period of permission granted under this Permit is (i) greater than four million, there will be no change, or the rates will be restored if they have been previously reduced; (ii) less than four million but greater than three million five hundred thousand, it will be multiplied by 0.9 (90%), and (iii) three million five hundred thousand or less, it will be multiplied by 0.8 (80%). The MAG shall be adjusted during the period of permission granted under this Permit in accordance with the provisions of subparagraph (b) of this paragraph 8.

(b) As used in this subparagraph (b):

(1) "Base Period" shall mean the following. If the MAG Effective Date occurs before July 1, the CPI Index for the calendar year preceding the year in which the MAG Effective Date occurs will be used as the base year for the first comparison for the year in which the Enplaned Passenger Minimum Guarantee is to be adjusted as described herein, and will be compared to the year in which the MAG Effective Date occurs. If the MAG Effective Date occurs after July 1, the CPI Index for the calendar year in which the MAG Effective Date occurs will be used as the base year for the first comparison for the year in which the Enplaned Passenger Minimum Guarantee is to be adjusted as described herein, and will be compared to the year following the year in which the MAG Effective Date occurs. In either case, each of such comparison year periods shall be rolled forward to the next succeeding calendar year for

the purpose of making subsequent adjustments to the Enplaned Passenger Minimum Guarantee for each subsequent Anniversary Date (as defined below) thereafter.

(2) "Adjustment Period" shall mean, as the context requires, if the MAG Effective Date occurs before July 1 in a given year during the period of permission granted under this Permit, then the Adjustment Period for the Enplaned Passenger Minimum Guarantee shall commence as of January 1 of the next year or January 1, 2008, whichever occurs later, and thereafter as of each subsequent January 1 during the period of permission granted under this Permit. If the MAG Effective Date occurs after July 1 in a given year during the period of permission under this Permit, then the Adjustment Period for the Enplaned Passenger Minimum Guarantee shall commence as of January 1 of the year after the next full calendar year or January 1, 2008, whichever occurs later, and thereafter as of each subsequent January 1 during the period of permission granted under this Permit.

(3) "Anniversary Date" shall mean, as the context requires, as of the January 1 of the calendar year as described in (2) above or January 1, 2008, whichever occurs later and January 1 of every calendar year which thereafter occurs during the period of permission granted under this Permit.

(4) "Percentage Increase" shall mean the percentage of increase in the CPI Index on each Anniversary Date equal to a fraction the numerator of which shall be the CPI Index for the Adjustment Period immediately preceding such Anniversary Date less the CPI Index for the Base Period and the denominator of which shall be the CPI Index for the Base Period.

(9) "MAG Effective Date" shall mean the one hundred fiftieth (150th) day after the day on which the "Turn-Over Date" (as such term is defined in the Concession Agreement) has occurred for portions of the Concession Area comprising at least ninety percent (90%) of the total square footage of the portions of the Concession Area subleased or to be subleased by the Permittee to Operators under the Concession Agreement. The Airline shall and the Permittee may advise the Port Authority in writing acknowledging the occurrence of the MAG Effective Date, and the date thereof, within ten (10) calendar days after the date of such occurrence.

(10) "Minimum Guaranteed Rental Shortfall" shall mean the difference (i.e., shortfall), if any, between (a) the amount of MAG actually paid by the Permittee to the Airline and the Port Authority and (b) the Enplaned Passenger Minimum Guarantee (as may be adjusted hereunder) multiplied by the number of Enplaned Passengers tabulated for each six-month period ending on June 30 and December 31. The Minimum Guaranteed Rental Shortfall shall relate to each period that the Permittee is subject to paying the Minimum Guaranteed Rental Shortfall under this Permit.

(11) "Monthly Period" shall mean, as the context requires, the period commencing on the Effective Date of the permission granted under this Permit and expiring on the last day of the calendar month in which the Effective Date of the permission granted hereunder shall occur, and each calendar month or portion thereof thereafter occurring during the effective period of the permission granted hereunder; provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar month then the Monthly Period in which the date of expiration or earlier termination or revocation of the effective period of the permission granted under this Permit shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted under this Permit.

(12) "PA Share" shall mean:

(i) twenty percent (20%) with respect to fees and rentals paid or payable under the Subleases with food and beverage Operators, excluding Specialty Food Operators, as herein defined; and

(ii) fifty percent (50%) with respect to fees and rentals paid or payable under all Subleases other than those covered under clause (i) above, including but not limited to Specialty Food Operators and service concession Operators.

The "Airline Share" (being referred to, by way of information, in the Concession Agreement as "American's Allocated Share") shall mean the balance of the fees and rentals described in clauses (i) and (ii) above, i.e., eighty percent (80%) of fees and rentals described in clause (i) above and fifty percent (50%) of fees and rentals described in clause (ii) above. The foregoing terms "PA Share" and "Airline Share" shall include without limitation fees and rentals payable by Operators in the form of fines, liquidated damages, late fees and interest, delinquency amounts, early termination payments and the like.

(13) "Permittee Fees" shall mean all of the fees to be paid to the Permittee as of the Effective Date for its services to develop, lease, manage and market concession operations at the Terminal pursuant to the Concession Agreement, whether called a management fee or otherwise under the Concession Agreement. For such services, the Permittee shall receive all of the fees payable under the Concession Agreement solely from the Airline and shall not be entitled to any fees from the Port Authority under this Permit. Any such fees or other compensation to be paid to the Permittee shall be paid by the Airline directly or out of the Airline Share (or out of the Airline's share of the MAG to be paid by the Permittee or out of any other funds of the Airline), and no portion of such fees or other compensation shall be paid out of the PA Share or shall offset, reduce, be credited against or otherwise adversely affect the amount of the PA Share to be paid or payable to the Port Authority hereunder or the amount of any fees, rent or other revenue to which the Port Authority may be otherwise entitled. Nor shall the Airline or the Permittee be entitled to impose charges on Operators, whether in the form of key money, chargebacks (other than construction chargebacks set forth in the Sublease) or otherwise,

to pass along or recoup the aforesaid fees or other compensation to be paid to the Permittee, without the prior written consent of the Port Authority.

Notwithstanding anything to the contrary stated or implied in this Permit or the Concession Agreement, if the Airline elects to pay the Permittee the Permittee Fees out of Gross Rent-Based Revenues rather than paying the Permittee directly, the Permittee shall not be entitled to reduce the Gross Rent-Based Revenues by the amount to which it is entitled in Permittee Fees for any Monthly Period or Annual Period unless and until the Permittee has first set aside an amount necessary to pay the Port Authority the PA Share due to it under this Permit, and such set-aside for payment to the Port Authority shall be made prior to the Permittee reducing Gross Rent-Based Revenues for purposes of paying to or reimbursing itself for any Permittee Fees, "Eligible Costs" (as such term is defined in the Concession Agreement) or otherwise.

(14) "Port Authority Reserved Uses" shall mean the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges; airline clubs; airtrain/monorail facilities; advertising (including, without limitation, static display, broadcast and other); pay telephones, pre-paid phone cards, facsimile transmission machines and other public communications services, including without limitation, all Port Authority-owned or operated information and communications technology infrastructure for common Airport use, provided that the Airline shall retain the right to control the location of the placement within the Terminal of telephones, phone banks, phone kiosks, facsimile transmission machines and Internet kiosks, only, and the right to deny, upon reasonable grounds, the placement of a particular pay phone facility, facsimile transmission machine or Internet kiosk; rental of cellular phones; concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information)); ground transportation (including vehicle rentals); hotel and other lodging reservations; vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the subleased premises pursuant to a sublease with a specific concessionaire and if approved in advance by the Port Authority; on-airport baggage carts (other than shopping carts made available free of charge to shoppers within the Concession Area) or other on-airport baggage-moving devices; and electronic amusements. The Port Authority shall have the right to all revenues derived for or from the above-stated reserved uses. Any reference, usage or provision in the Concession Agreement to, or relating to, "American Reserved Uses" shall in no way expressly or impliedly modify or supercede any term or provision of the Airline Lease and, accordingly, the same shall have no force or effect vis-à-vis the Port Authority. There shall be no exclusion for any of the aforementioned uses within any Space, except with regard to vending machines approved in advance by the Port Authority as aforestated.

(15) "Specialty Food Operator" shall mean any Operator which, in the reasonable judgment of the Port Authority, maintains a food and/or beverage inventory which is

substantially limited to one or several special type(s) of product(s). The Port Authority's past practice at its facilities in treating a concession operator as a Specialty Food Operator (e.g., sharing equally fees from such an operator with an airline lessee) shall be deemed to be conclusive evidence of the Port Authority's reasonableness.

(b) In consideration of the privileges granted hereunder and the rights contained in the Concession Agreement commencing on the MAG Effective Date, the Permittee shall pay directly to the Airline and the Port Authority, respectively, with respect to each Monthly Period and each Annual Period occurring during the effective period of the permission granted under this Permit, the Airline Share and the PA Share, as follows:

(i) To the Port Authority: (1) the PA Share of Gross Rent-Based Revenues received by the Permittee from all Operators and (2) the percentage of the Permittee's Minimum Guaranteed Rental Shortfall, if any, payable for each six month during the period of permission under this Permit; and

(ii) To the Airline: (1) the Airline Share of Gross Rent-Based Revenues received by the Permittee from all Operators and (2) the percentage of the Permittee's Minimum Guaranteed Rental Shortfall, if any, payable for each six month during the period of permission under this Permit.

If the Minimum Guaranteed Rental Shortfall is payable by the Permittee for any six month period during the period of permission under this Permit, it shall be allocated to the Airline and the Port Authority by determining (i) the ratio of the food-and-beverage (excluding Specialty Food Operators) Gross Rent-Based Revenues collected to the total Gross Rent-Based Revenues collected during such period and (ii) the ratio of other concession Gross Rent-Based Revenues collected to the total Gross Rent-Based Revenues collected during such period, then applying both ratios to the amount of Minimum Guaranteed Rental Shortfall, thereby deriving two separate sums, one applicable to food-and-beverage concessions (excluding Specialty Food Operators) and one applicable to all other concessions. The sum applicable to food-and-beverage concessions (excluding Specialty Food Operators) shall be paid by the Permittee to the Airline and the Port Authority in accordance with the applicable Airline Share and PA Share for this type of concession. The sum applicable to all other concessions shall be paid to the Airline and the Port Authority in accordance with the applicable Airline Share and PA Share for these types of concessions. Such amount of the Minimum Guaranteed Rental Shortfall, if any, shall be paid to the Port Authority and the Airline, respectively on the next Monthly Period payment due hereunder for the PA Share and the Airline Share.

For avoidance of doubt and notwithstanding anything to the contrary set forth in this Permit, from the Effective Date of this Permit until the day immediately prior to the MAG Effective Date, in consideration of the privileges granted hereunder and the rights contained in

the Concession Agreement, the Permittee shall pay directly to the Airline and the Port Authority, respectively, with respect to each Monthly Period and each Annual Period during the period from the Effective Date until the day immediately prior to the MAG Effective Date, the Airline Share and the PA Share, as follows:

(i) To the Port Authority, the PA Share of the Gross Rent-Based Revenues received by the Permittee from all Operators; and

(ii) To the Airline, the Airline Share of the Gross Rent-Based Revenues received by the Permittee from all Operators.

(c) The computation of rental and fees for each Annual Period, or a portion of an Annual Period as hereinafter provided, shall be individual to such Annual Period, or such portion of an Annual Period, and without relation to any other Annual Period, or any portion of any other Annual Period. The time for making payment of fees and the method of calculation of fees shall be as set forth in subparagraph (f) of this Special Endorsement.

(d) Within ten (10) days of the close of each Monthly Period the Airline shall provide the Permittee and the Port Authority with a signed statement of the actual number of Enplaned Passengers for that Monthly Period. With respect to each Annual Period, the Airline's statement shall be certified by a responsible fiscal officer thereof and delivered to the Port Authority on or before the thirtieth (30th) day following the end of each Annual Period as set forth in Special Endorsement No. 4 of this Permit.

(e) For purposes of calculating percentage rentals payable by Operators under each Sublease during any Annual Period which is less than 365 days, any dollar limitation amounts (e.g., annual percentage rent breakpoints) used for purposes of determining applicable amounts of percentage rentals payable under such Subleases shall be subject to pro-ration in accordance with the proportion such shortened Annual Period bears to a 365-day period, and the percentage rentals payable in accordance with the terms of each Sublease shall then be recalculated on the basis of such pro-rated dollar limitation amounts and any additional amounts due hereunder on account of such recalculation shall promptly be made by the Permittee in accordance with the terms of this Permit.

(f) The amounts payable to the Airline and the Port Authority hereunder by the Permittee shall be paid monthly on the 10th day of the first full month following the Effective Date of this Permit and on the 10th day of each and every month thereafter including the month following the end of each Annual Period and the month following the expiration, termination or revocation of the permission granted hereunder. Such monthly payment shall relate to Operators' guaranteed rent (or basic or minimum rent, i.e., non-percentage rent) for the Monthly Period in which Permittee's payment is made and any Operators' percentage rent, if any, for the Monthly Period which is two (2) months prior to the month in which the payment is made (together with any arrearages collected from Operators through the last day of the immediately

preceding month). On the 30th day of the first full month following the Effective Date of this Permit and on the 30th day of each and every month thereafter (except February when it shall be the last day of the month) including the month following the end of each Annual Period, and the month following the expiration, termination or revocation of the permission granted hereunder (and any succeeding month(s) necessary to account for all Operators' percentage rent payments, if any), the Permittee shall render to the Airline and the Port Authority statements signed by a responsible officer showing the reported Gross Receipts of each and every Operator (it being acknowledged that, prior to correction or adjustment based on audits or other reviews or investigations, the same is based upon information received from such Operators and not verified by the Permittee) arising from their operations in the Terminal and specifying each component of Gross Rent-Based Revenues received from each of them (e.g., guaranteed rent (for the Monthly Period covered by the statement), percentage rent, if any (for the Monthly Period which is two (2) months prior to the month covered by the statement), additional rent, and also showing the cumulative Gross Receipts for each and every Operator, and from the operations in the Terminal as a whole, from the date of the commencement of the Annual Period for which the report is made through the last day of the preceding month and likewise specifying the cumulative amount of the various types of rentals and fees applicable to all such Operators. The Permittee's statements described herein shall also include true and accurate copies of each and every Operator's monthly rental statements as required under the Concession Agreement, the amount, if any, retained by the Permittee as Permittee Fees from the Airline Share with regard to the applicable month, the amount representing reimbursement for any Eligible Costs, the amount paid to the Airline and the Port Authority for the Airline Share and the PA Share, respectively, for such month, and the amount of pass-through charges as described herein in the definition of Gross Rent-Based Revenues, and such additional data as the Port Authority or the Airline shall require, from time to time, during the period of the permission granted hereunder, all on a form of reporting statement acceptable to the Port Authority and the Airline.

(g) Payments made to the Port Authority by the Permittee hereunder may only be made in lawful money of the United States. The Permittee's obligation to make payments to the Port Authority hereunder shall not be deemed satisfied until the same have been actually received by the Port Authority.

(h) Operators' rental and fees collected by the Permittee must be paid by the Permittee without set-off, notice or deduction (except as the Airline may authorize in respect of matters related strictly to the Airline Share and not to the PA Share), demand or abatement for any reason or event whatsoever, except as may be expressly provided in this Permit, and without regard to whether the collection of Operators' rentals by the Permittee under the Subleases provides timely or sufficient liquidity for the Permittee to make required payments to the Port Authority for the PA Share without recourse to other funds.

3. Permittee as Fiduciary. To the extent that rentals and other payments collected by the Permittee from Operators are required to discharge the Permittee's payment obligations under this Permit and the Concession Agreement, respectively, the Permittee is deemed a collection

agent of the funds for the Airline and the Port Authority and acknowledges that the Permittee has no ownership or possessory interest in such funds, which would otherwise be paid directly to the Airline and the Port Authority, other than as a trustee for the Airline and the Port Authority to the extent of their respective interests. In accordance with the foregoing capacity as collection agent: (a) Permittee shall be deemed, and shall hold itself out as, a fiduciary vis-à-vis the Port Authority and the Airline, (b) Permittee shall hold all rentals and other payments (other than payments for the pass-through charges permitted under this Permit) received by, from or on behalf of Operators, including without limitation existing Operators in Terminals 8 and 9, in a separate account established in trust for the Airline and the Port Authority in which Permittee must not commingle such rentals and other payments with any other funds, at an institution acceptable to the Port Authority and the Airline having an office within New York City and qualified to do business in the State of New York (the Port Authority hereby approves that such account may be established at Bank of America), (c) Permittee shall obtain additional protections on behalf of the Port Authority and the Airline, including a written agreement by the institution at which the account is located providing for access by the Port Authority and the Airline to the revenues on deposit in such account in the event of insolvency, appointment of a receiver, bankruptcy or creditors' liens affecting Permittee, (d) Permittee shall obtain insurance protecting against employee dishonesty, embezzlement, theft, etc. in amounts and otherwise in a form acceptable to the Port Authority and the Airline in accordance with the Concession Agreement, and naming the Port Authority and American as additional loss payees thereunder, (e) the Permittee's Fees may be withheld by the Permittee from the Airline's Share of such rentals and other payments, after all other payment obligations and any other amounts payable by the Permittee to the Port Authority and the Airline have been paid in full for each calendar month, and provided that the Permittee has not defaulted on a payment obligation under this Permit and has no outstanding uncured material defaults of any kind under this Permit at the time of such withholding, and (f) the Permittee shall comply with any other requirements of the Port Authority and any other reasonable requirements of the Airline.

4. Airline Annual Guaranteed Fee Amount.

(a) In addition to the payments due from the Permittee hereunder, and notwithstanding any direct obligation of Operators to pay rentals and fees to the Airline and the Port Authority pursuant to Consent Agreements entered into by said Operators, or by way of the enforcement by the Airline and the Port Authority of their third party beneficiary rights under the Subleases, or by way of the Port Authority's right to directly enforce the Subleases at the Terminal which the parties acknowledge has been reserved by the Port Authority, the Airline shall guarantee payment to the Port Authority for each Annual Period (whether referred to in the Concession Agreement or a Sublease as an Annual Period, contract year or otherwise) of a sum equivalent to the difference between (i) the fees which would have been payable to the Port Authority by the Permittee if the Permittee's payment obligations to the Airline and the Port Authority were based on rentals and fees (including, without limitation, fines, liquidated damages, late fees and interest, and the like, but excluding any abatements of Operator rental that may be approved or consensted to in writing by the Port Authority) paid or payable to the

Permittee under all Subleases it enters into in connection with the Concession Agreement and this Permit, i.e., rather than being based on rentals and fees actually collected by or on behalf of the Permittee from Operators) and (ii) the fees actually paid by the Permittee and received by the Port Authority hereunder during the relevant Annual Period, such sum being hereinafter called the "Airline Annual Guaranteed Fee Amount". The Airline Annual Guaranteed Fee Amount, therefore, shall be determined on the "paid or payable" basis, and not on the "paid" or "actually collected or received" basis.

(b) No rent abatement granted by the Permittee to an Operator shall be effective to reduce the amount of the PA Share or the Airline Annual Guaranteed Fee Amount, except if such rent abatement would be consistent with the Port Authority's policies and practices with regard to granting rent abatements by the Port Authority to its own tenants at Port Authority facilities. Accordingly, the amount of any rent abatement granted to an Operator which is inconsistent with the Port Authority's abatement policies and practices (i.e., such amount which is allocable or applicable to the Port Authority as part of the PA Share, consistent with the percentage sharing of consumer services revenue under the Airline Lease between the Airline and the Port Authority) and not otherwise approved or consented to in advance in writing by the Port Authority shall be deemed to be an amount due and payable to the Port Authority for purposes of calculating fees hereunder, including without limitation calculating the Airline Annual Guaranteed Fee Amount, if any, that may be payable by the Airline under this Permit.

(c) For each and every Annual Period, if and to the extent that the amount of the PA Share actually received by the Port Authority from the Permittee arising out of all concession operations at the Terminal is less than the Airline Annual Guaranteed Fee Amount for such Annual Period, then the Airline shall pay the amount of the shortfall to the Port Authority on demand or, if no demand has yet been made, then on the 30th day following the last day of the Annual Period with respect to which such payment is due. The computation of the Airline Annual Guaranteed Fee Amount for each Annual Period shall be individual to such Annual Period or such portion of an Annual Period, and without relation to any other Annual Period, or any other portion of any Annual Period. At the time payment is due, the Airline shall provide the Port Authority with a written report signed by a responsible officer of the Airline showing (i) the Gross Rent-Based Revenues received from the commencement of the Annual Period for which the report is made through the last day of the preceding month (and, in addition, identifying separately such information for each Operator, and for each component of Gross Rent-Based Revenues by type of rent), (ii) the amount of the Airline Share and PA Share remitted through said date, (iii) the calculation of the Airline Annual Guaranteed Fee Amount, (iv) the calculation of the shortfall described in subparagraph (a) above in this Special Endorsement No. 4 and (v) the amount, if any, thereby due by the Airline. The Airline's obligation to pay an Airline Annual Guaranteed Fee Amount shall survive any revocation, expiration or early termination of this Permit with the Permittee.

(d) Upon any termination or revocation of the period of permission granted under this Permit (even if stated to have the same effect as expiration), the Airline shall render to

the Permittee and the Port Authority a certified statement setting forth the actual number of Enplaned Passengers boarding at the Terminal for the Annual Period in which the effective date of termination or revocation falls, and within ten (10) days after such statement is due shall remit to the Port Authority any amount due by reason of the Airline Annual Guaranteed Fee Amount through the effective date of termination or revocation.

(e) Prior to the first day of the first Annual Period and prior to the first day of each Annual Period thereafter occurring during the effective period of the permission granted under this Permit, the Airline shall simultaneously provide to the Permittee and the Port Authority, respectively, a written estimate, prepared in good faith but not binding on the Airline in any respect, of the estimated number of Enplaned Passengers for each month in the Annual Period for which the statement is submitted. If the total estimate of Enplaned Passengers for an Annual Period is less than the total estimated for the previous Annual Period, the Airline shall provide an explanation for the lower estimate together with such written estimate. In addition to the foregoing, the Airline shall simultaneously provide to the Port Authority and the Permittee within ten (10) days of the close of each Monthly Period during the term of this Permit a statement of the actual number of Enplaned Passengers boarding at the Terminal for the preceding calendar month.

5. Permittee's Security Deposit.

(a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having a principal business office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority, and payable in the Port of New York District in the amount of ONE MILLION DOLLARS AND NO CENTS ($1,000,000.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of permission under this Permit and for a period of not less than three (3) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent satisfactory letter of credit. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security hereunder. Failure to provide such a letter of credit at any time during the effective term under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this

Permit on the part of the Permittee; provided, however, that in the event of a failure by a banking institution as described in this sentence, the Permittee shall not be deemed in breach if it cures the banking institution's failure by effecting delivery to the Port Authority, within ten (10) business days of the date of the bank failure, in immediately available funds, the full amount of the payment(s) otherwise due but unpaid under the letter of credit from the banking institution. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made in accordance with the provisions of this Permit. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within ten (10) days thereafter, shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed a waiver of any default (after the expiration of applicable notice and cure periods, if any) by the Permittee under the terms of this Permit and all remedies of the Port Authority consequent upon such default shall not be affected by the existence of any recourse to any such letter of credit.

(b) The Permittee hereby certifies that its Federal Tax Identification Number is purposes of this Special Endorsement.

(c) Without limiting the generality of said Standard Endorsement, the Port Authority and the Permittee agree that the amount of the security deposit at all times during the period of permission of this Permit is intended to represent no less than three (3) months of the average monthly PA Share, based upon the immediately preceding Annual Period, due to the Port Authority from all Operators at the Concession Area based on their Gross Receipts. Notwithstanding the foregoing, the Permittee's security deposit hereunder with respect to the Port Authority, shall at no time be less than One Million Dollars and No Cents ($1,000,000.00). The amount of the Permittee's security deposit may be reevaluated by the Port Authority at the end of each Annual Period and the Port Authority shall advise the Permittee in writing of the amount of the increase, if any, (or decrease, if any) to the security deposit which shall be required in accordance with the foregoing. The Permittee shall within ten (10) days following receipt of such written notice deliver to the Port Authority an amendment to its letter of credit in favor of the Port Authority in the revised amount of the security deposit (whether an increase or a decrease) required by the Port Authority in accordance with this Permit.

6. Termination Without Cause by Port Authority.

It is hereby acknowledged and agreed by the Airline and the Permittee that, except as specifically provided in subparagraph (b) of this Special Endorsement, the Port Authority has no obligation under the Concession Agreement, this Permit or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any

amount of either the Permittee's or any Operator's capital investment in the Concession Area and/or Space or at the Terminal. Any specific mention of or reference in any Sublease to the Port Authority in connection with any payment or other compensation to an Operator, upon termination of a Sublease or the Concession Agreement, or upon revocation of this Permit with or without cause, of any amount of the Permittee's amortized or unamortized capital investment in the Concession Area and/or the Space or at the Terminal shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Airline, the Permittee, or any Operator to pay, subsidize or finance all or any portion of said amortized or said unamortized capital investment.

7. Terms and Conditions and Standard Endorsements Modified. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions:

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted therefor:

> "Notwithstanding any other term or condition hereof, the effective permission granted by this Permit may be revoked without cause, upon thirty (30) days' written notice to the Permittee, without the requirement of concurrence by or joint subscription with the Airline. Further, effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation, cancellation, re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space/premises which may be used and occupied under this Permit (on failure of the Permittee to have restored), preparing such space/premises for use by a succeeding permittee, the care and maintenance of such space/premises during any period of non-use of the space/premises, the foregoing to include without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space/premises and putting the space/premises in order (such as but not limited to cleaning and decorating the same).
>
> In addition, the effective period of the permission granted by this Permit may be revoked on five (5) days written notice by the Port Authority, without concurrence or joint subscription by the Airline, if any one or more of the following events shall occur, that is to say:

(1) The Permittee shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the Federal ~~bankruptcy laws or under any other law or statute of the United States or~~ of any State thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all its property; or

(2) By order or decree of a court of competent jurisdiction, the Permittee shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors or, if the Permittee is a corporation, by any of the stockholders of the Permittee (or members, or managers, if a limited liability company), seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or

(3) A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Permittee and shall not be dismissed within sixty (60) days after the filing thereof; or

(4) The permission hereunder or the interest or estate of the Permittee under this Permit shall be transferred to, pass to or devolve upon, by operation of law or otherwise, any other person, firm or corporation without the prior written consent of the Port Authority; or

(5) The Permittee shall, without the prior approval of the Port Authority, become a possessor or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution; or

(6) If the Permittee is a partnership, and the said partnership shall be dissolved as the result of any act or omission of its partners or any of them, or by operation of law or the order or decree of any court having jurisdiction, or for any other reason whatsoever; or

(7) By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having competent jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Permittee, and such possession or control shall continue in effect for a period of thirty (30) days; or

(8) Any lien shall be filed against the Concession Area because of any act or omission of the Permittee and is not removed or bonded within thirty (30) days; or

~~(9) The Permittee shall voluntarily discontinue its operations~~ hereunder, or the Permittee, after exhaustion or abandonment of all rights of appeal shall be prevented from conducting operations hereunder for a period of thirty (30) days by action of a governmental agency (with competent authority or jurisdiction over the Permittee) other than the Port Authority; or

(10) The Permittee shall fail duly and punctually to provide all of the statements (including all information required to be contained therein) required to be provided to the Port Authority hereunder when due, or to pay the sums due hereunder or to make any other payment required hereunder when due, and shall continue in its failure to provide such statements or to pay for a period of ten (10) days after delivery of written notice to it from the Port Authority to provide such statements and/or make such payments; or

(11) The Permittee shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Permit on its part to be kept, performed or observed within thirty (30) days after receipt of written notice of default thereunder from the Port Authority (except where fulfillment of its obligation requires activity over a period of time, and the Permittee shall have commenced to perform whatever may be required for fulfillment within thirty (30) days after receipt of written notice and continues such performance without interruption except for causes beyond its control); such termination to be effective upon the date specified in the notice. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination."

Revocation of this Permit or the permission granted hereunder by the Port Authority shall obligate the Airline to take whatever action is necessary to terminate the Concession Agreement, such termination of the Concession Agreement to be effective on the same date as the revocation of this Permit. Without limiting the generality of the provisions of paragraph (a) herein concerning termination without cause, the Airline acknowledges its obligations under any applicable provisions of the Concession Agreement in the event the Airline terminates such Concession Agreement without cause.

"unless otherwise directed by the Airline pursuant to rights granted the Airline under the Airline Lease" were added at the end of the first sentence of the first paragraph of that Section.

(h) Section 12 of the foregoing Terms and Conditions was deleted and the following shall be deemed to have been inserted therefor:

> "12. Except with the prior written approval of the Port Authority, the Permittee shall not erect, maintain, or display any signs or any advertising at or on the exterior parts of the premises leased to the Airline pursuant to the Airline Lease, or in the premises leased to the Airline pursuant to the Airline Lease so as to be visible from outside the premises leased to the Airline pursuant to the Airline Lease, or at or on any other portion of the Terminal outside the premises leased to the Airline pursuant to the Airline Lease."

(i) Section 15 of the foregoing Terms and Conditions shall be deemed amended by adding a sentence at the end thereof which shall read in its entirety as follows: "Notwithstanding the foregoing, if any of such notices shall be mailed, such notices shall be deemed effective three (3) business days after being deposited, with proper postage thereon, in the United States mail."

(j) Section 17 of the foregoing Terms and Conditions shall be deemed deleted and replaced with Special Endorsement No. 16 hereof.

(k) Wherever the term "expiration" is used in this Permit, it shall be deemed to mean the effective date of revocation, termination or expiration.

(l) Standard Endorsement No. 3.1 shall be deemed amended as follows:

(i) In line 6 of the first paragraph thereof, the words "merchandise and/or" were deleted.

(ii) In line 7 of the first paragraph thereof, the words "sell and/or" were deleted.

(iii) In line 2 of the second paragraph thereof, the words "(if any)" were inserted after the word "fixtures".

(m) Standard Endorsement No. 6.1 shall be deemed amended as follows:

(i) In line 1 of the first paragraph thereof, the words "(if any)" were inserted after the word "fixtures".

(b) The second sentence of Section 3 of the foregoing Terms and Conditions shall be deemed amended by adding at the end thereof, after the words "independent contractor", the following: ", except that the Permittee may retain independent contractors to provide non-core collateral services in order to fulfill the Permittee's responsibilities under the Concession Agreement such as cleaning, maintenance, repair, certain services to be provided under the Joint Marketing Fund (secret shopper, street price verification and Subtenant employee training programs), operating the loading dock and escort delivery services at the Terminal, for example."

(c) Section 4 of the foregoing Terms and Conditions shall be deemed amended by adding at the end thereof, after the word "whatsoever", the following: ", except specifically and only for the limited purpose whereby the Permittee is responsible to collect Operators' rentals and other payments for the benefit of the Airline and the Port Authority, as set forth in this Permit."

(d) Section 5 of the foregoing Terms and Conditions shall be deemed amended as follows:

(i) In lines 1 and 8, the word "its" shall be inserted before the word "invitees".

(ii) In the second sentence, the phrase "and the employees shall wear appropriate uniforms" shall be deleted.

(iii) In line 5, the words "and uniforms" shall be deleted.

(iv) In line 8, the word "reasonably" shall be inserted after the word "steps" and before the word "necessary".

(e) Section 6 of the foregoing Terms and Conditions shall be amended as follows:

(i) In line 4 of the first paragraph of said Section and in line 1 of the second paragraph of said Section, the word "its" shall be inserted before the word "invitees".

(ii) That portion of the second paragraph of said Section following the word "Airport" was deleted.

(f) That portion of Section 7 of the foregoing Terms and Conditions following the word "hereunder" was deleted.

(g) The second sentence of the first paragraph of Section 9 and the second paragraph of Section 9 of the foregoing Terms and Conditions were deleted, and the words

(ii) In the line 2 of the first paragraph thereof, the word "Space" was deleted and the word "Terminal" was inserted in lieu thereof.

(n) Standard Endorsement No. 8 shall be deemed amended by deleting the words "immediately upon" in the fourth sentence and, in lieu thereof, there shall be inserted the phrase "within ten (10) days after written".

(o) Standard Endorsement No. 9.1 shall be deemed amended in line 1 thereof by inserting the phrase "to the extent authorized or required hereunder" after the word "Permittee".

(p) Paragraph (c) of Standard Endorsement No. 9.5 shall be deemed amended by deleting the words "twenty-four (24) hours'" and, in lieu thereof, inserting the words "fifteen (15) days'".

(q) Standard Endorsement No. 9.6 shall be deemed amended such that the first sentence thereof shall read in its entirety as follows: "With respect to the services to be provided by the Permittee hereunder and pursuant to the Concession Agreement, the Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E."

(r) Standard Endorsement No. 16.1 shall be deemed amended by inserting the word "its" before the words "guests" and "invitees" on line 2 of the first paragraph thereof.

(s) Standard Endorsement No. 17.1 shall be deemed amended by deleting the words "gross receipts or" on line 4 of the second paragraph thereof.

(t) Standard Endorsement No. 21.1 shall be deemed amended as follows:

(i) Paragraphs (3) and (4) were deleted.

(ii) On line 10 of paragraph (5), the words "or certificate" were inserted after the word "policy".

(u) Standard Endorsement No. 22 shall be deemed amended by deleting in the first paragraph thereof the words "of the New York Board of Fire Underwriters and the New York Fire Insurance Exchange, or if the Permittee's operations hereunder are in New Jersey".

(v) Wherever in this Permit the words "Terminal", "Airport", or "Facility" are used, it shall be deemed to mean, as the context requires, John F. Kennedy International Airport

as defined in Standard Endorsement No. 19.2 annexed to this Permit and/or Passenger Terminal Buildings 8 and/or 9 thereat.

8. Business Development and Records.

~~(a) In connection with the exercise of the privilege granted hereunder, the Permittee~~ shall:

(i) Not divert or cause or allow to be diverted, any business from the Airport;

(ii) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for six (6) years after the expiration or earlier revocation or termination thereof, and for such further period with regard to records and books of account relating to causes of action or other claims which accrue prior to the expiration, revocation or termination of this Permit or which are the subject of threatened or pending litigation, settlement or other legal process and until the applicable statute of limitations has expired or, in the case of litigation, settlement or other legal process, such litigation, settlement or legal process has been completely disposed of and all time limits for appeal have expired, whichever is longer, records and books of account recording all transactions of the Permittee at, through, or in anywise connected with the Terminal (which records and books of account are hereinafter called the "Permittee's Records"). The Permittee shall keep true and correct copies of all Permittee's Records at all times within the Port of New York District;

(iii) Permit in ordinary business hours during the effective period of the Permit, for six (6) years thereafter after, and during such further period as is mentioned in the preceding subparagraph (ii), the examination and audit by the officers, employees and representatives of the Port Authority of (1) the Permittee's Records and (2) also any records and books of account relevant to the Permittee's operations hereunder of any company (or other legal entity) which is an Affiliate of the Permittee. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this subparagraph (iii) those records and books of account described in (1) above in this subparagraph (iii) which are not required by subparagraph (ii) above to be kept at all times in the Port of New York District and those records and books of account described in (2) in this subparagraph (iii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records");

(iv) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee;

(v) Furnish on or before the thirtieth (30th) day of each month following the Effective Date of this Permit a statement signed by a responsible officer of the Permittee containing the information and documentation described in Special Endorsement No. 2, paragraph (f) of this Permit;

(vi) Furnish on or before the thirtieth (30th) day of April of each Annual Period following the Effective Date of this Permit a statement of all Gross Receipts, on an Operator-by-Operator basis and for the Terminal as a whole, and specifying the guaranteed rent, percentage rent and other fees and charges received from each Operator, from the date of the commencement of the preceding Annual Period through the end of such Annual Period, together with copies of the Operators' Annual Certified Statements (as defined in the Sublease) with respect to such Annual Period, as well as the Gross Rent-Based Revenues (on an Operator-by-Operator basis and for the Terminal as a whole, and specifying the any components which represent revenues for pass-through expenses by type and amount), the Airline Share and PA Share remitted by the Permittee to each of Airline and the Port Authority, respectively, for the preceding Annual Period, certified at the Permittee's expense by a certified public accountant.

(b) The Permittee understands that compliance by it with the provisions of paragraphs (ii) and (iii) above are of the utmost importance to the Port Authority in having entered into the arrangement under this Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or locations as provided in this Special Endorsement, then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(i) Estimate the PA Share, consistent with the provisions of the Airline Lease, due from the Permittee on the basis that the Port Authority, in its sole discretion, shall deem appropriate, and the Permittee shall pay such amount to the Port Authority when billed;

(ii) If any such Records have been maintained outside of the Port District, but within the Continental United States, then the Port Authority in its sole discretion may (1) require such Records to be produced within the Port District within thirty (30) days of written request for same or (2) if Permittee fails to provide all of such Records within the time period stated

above (time being of the essence in connection with such time period and, in addition, such provided Records being to the complete and total satisfaction of the Port Authority) the Port Authority may examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel ~~costs and related expenses, as determined by the Port Authority for Port~~ Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(iii) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (ii)(2) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

(c) The foregoing auditing costs, expenses and amounts set forth in subparagraphs (ii) and (iii) above shall be deemed fees and charges under this Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

(d) Effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event that upon conducting an examination and audit as described in this Special Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Special Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Special Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

9. Indemnity. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease

arising out of or as a result of the Permittee's acts or omissions, or as a result of the Permittee's use and occupancy of the Concession Area pursuant to the Concession Agreement, or as a result of any default by the Permittee of any of the provisions of this Permit, and any claims and demands made by the City of New York against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of New York and the Port Authority ~~covering the leasing of the Airport by the City of New York to the Port Authority, as the same~~ from time to time may have been or may be supplemented or amended arising out of or as a result of the Permittee's acts or omissions, or as a result of the Permittee's use and occupancy of the Concession Area pursuant to the Concession Agreement, or as a result of any default by the Permittee of any of the provisions of this Permit, excepting the willful misconduct or sole negligence of the Port Authority. The agreement of lease between the City of New York and the Port Authority covering the leasing of the Airport by the City of New York to the Port Authority, as it may have been or may hereafter be amended, restated, supplemented or extended is described and defined in Special Endorsement No. 17.

10. Utilities. The Port Authority shall not sell, supply or furnish any utilities or services to the Permittee, including but not limited to electricity. Any and all such utilities or services shall be provided to the Permittee and the Operators in accordance with the terms and provisions of the Airline Lease.

11. Operating Costs and Expenses Charged to Operators. The Permittee shall incur costs and expenses to manage the loading docks areas and maintain and service the food courts, public seating areas and other designated common areas of the Concession Area and, further, that such costs and expenses shall differ for those Operators which utilize the food court and those which do not utilize the food court, and that other distinctions may also exist as to usage of portions of the Concession Area among Operators. In calculating any proportionate share to be paid by Operators (whether characterized as additional rent, a "Logistical Support and Maintenance Fee", or otherwise) of the Permittee's operating costs and expenses, the amount of such proportionate share shall not be based solely on the percentage floor area which an Operator's Space bears to the total floor area in the Concession Area or the subleased Concession Area but shall also fairly take into account the different usages as aforesaid so that Operators are not required to bear the burden of costs and expenses for services or facilities from which they do not derive a benefit comparable to other Operators. Accordingly, by way of example, the formula for calculating an Operator's proportionate share shall differ as between food-and-beverage Operators and other Operators. The Permittee shall provide to the Port Authority, within thirty (30) days after the date of any written request from the Port Authority for such information, written and detailed substantiation as to the Permittee's operating costs and expenses as described above, the general method of computing such proportionate shares, and the detailed computations of the proportionate share for each Operator at the Terminal.

12. Right of Entry. The Port Authority shall have the right by its officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Concession Area for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations

under this Permit, and for the doing of any act or thing which the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, or otherwise.

13. Permittee Responsibilities with Respect to the Concession Area.

(a) Without limiting the generality of any term or provision of this Permit or the Standard Endorsements annexed thereto, and notwithstanding anything to the contrary stated in the Concession Agreement or any Sublease entered into between the Permittee and an Operator, (i) the Permittee shall at all times keep the Permittee's fixtures, equipment and personal property in a clean and orderly condition and appearance and (ii) the Permittee shall be responsible for the repair, replacement and rebuilding of any and all parts of the Terminal or the Facility which may be damaged or destroyed by the acts or omissions of the Permittee, its officers, employees, agents, representatives, contractors or other persons doing business with it. No exception vis-à-vis the Airline and the Permittee with regard to repair, replacement and rebuilding which arise out of the acts and omissions of passengers and members of the general public shall apply under this subparagraph (a)(ii) as between the Port Authority and the Permittee.

(b) The Permittee shall not install any equipment, improvements or fixtures in the Concession Area or elsewhere in the Terminal or perform any alteration or construction work therein without the prior written approval of the Port Authority (in full compliance with the Port Authority Tenant and Alteration Application ("TAA") process, which requires, among other things, that TAA applications be submitted by and in the name of the Airline) and the Airline (including but not limited to the time for the performance of any such installation or work). In the event any such alteration or construction work is performed without the approval of the Port Authority and the Airline then upon written notice from the Port Authority or the Airline the Permittee shall remove the same or cause the same to be changed to the satisfaction of the Port Authority and the Airline.

14. Insurance. (a) Notwithstanding the provisions of Standard Endorsement 21.1 of this Permit, the Permittee shall cause the Port Authority to be named as an additional insured in any policy of liability insurance required by this Permit and each such policy shall contain a provision the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(b) The policy of comprehensive general liability insurance required by Standard Endorsement No. 21.1 of this Permit shall include coverage for premises and completed operations. In addition to the policy of insurance required under Standard Endorsement No. 21.1 to this Permit, the Permittee in its own name as insured and naming the Port Authority as a loss payee to the extent of its interest shall secure and pay the premium or premiums for a policy of Fidelity Insurance with a minimum limit of $5,000,000 for employee

dishonesty coverage against any and all loss, theft, embezzlement or other fraudulent acts on the part of Permittee or the Permittee's employees and not less than $1,000,000 for money and securities on or off premises, transit and depositors forgery coverage, indemnifying the Airline and the Port Authority, as co-obligees, against any and all loss, theft, embezzlement or other fraudulent acts on the part of the Permittee or the Permittee's employees, throughout the ~~effective period of the permission granted hereunder, subject to the provisions of Standard~~ Endorsement No. 21.1. Each policy of insurance required by Standard Endorsement No. 21.1 or this paragraph shall contain an endorsement providing that the protection afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third party shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority and against the Port Authority by the Permittee, but said endorsement shall not limit, vary, change or affect the protection afforded the Port Authority as an additional insured. A certified copy of each policy or policies or a certificate or certificates evidencing compliance with the terms set forth above, and in compliance with the terms and provisions of this Permit, shall be delivered to the Port Authority simultaneously with the delivery of an executed copy of this Permit by the Permittee. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or certificate upon request of the Port Authority.

15. Labor Harmony. (a) The Permittee shall use its best efforts, taking all measures and means, to insure labor harmony in its activities at the Airport, all to the end of avoiding and preventing strikes, walkouts, work stoppages, slowdowns, boycotts and other labor trouble and discord. The Permittee particularly recognizes the essential necessity of the continued and full operation of the whole Airport as a transportation center.

(b) The Permittee shall immediately give oral notice to the Port Authority (to be followed by written notices and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof.

(c) If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Permittee or against any of the Permittee's operations pursuant to this Permit which in the opinion of the Port Authority (i) physically interferes with the operation of the Airport or the Terminal, or (ii) physically interferes with access between the Concession Area and any portion of the Terminal or the Airport, by the public, or (iii) physically interferes with access to other areas of the Airport or the Terminal by the public, or (iv) physically interferes with the operations of other lessees or licensees at the Airport or the Terminal, or (v) presents a danger to the health and safety of users of the Facility, persons employed thereat, or to members of the public, whether or not the same is due to the fault of the Permittee or is caused by employees of the Permittee or of others, the Port Authority shall have the right at any time during the continuance thereof, by twenty-four (24) hours' notice to suspend the Permittee's operations hereunder effective at the time specified in the notice. During any suspension, the Permittee shall cease its activities and operations hereunder and take such steps to secure and protect the Concession Area as shall be necessary or desirable. The period of suspension shall end automatically no later than twenty-four (24) hours after the cause thereof

has ceased or been cured. While the Permittee shall be relieved of its obligation to provide leasing, management and marketing services during a suspension period and liabilities relating thereto during the suspension period, suspension shall not relieve the Permittee of any liabilities or obligations which accrued prior to the effective date of suspension, nor shall suspension relieve it of its payment obligations based on funds received from Operators which funds are in its possession on the effective date of suspension or which come into its possession during the suspension period. Accordingly, while the Permittee shall not be obligated to pursue collection of rentals from Operators as a management service during the suspension period, it shall be obligated to accept, deposit, and make payment to the Airline and Port Authority with respect to funds which come into its possession during the suspension period. If the Permittee fully complies with the foregoing sentence then, with respect to the Minimum Guaranteed Rental Shortfall or any "Additional Payment Obligations" (as such term is defined in the Concession Agreement), during the suspension period the Permittee shall be obligated to pay only that portion of the Minimum Guaranteed Rental Shortfall and any such "Additional Payment Obligations" which the Permittee is able to pay out of its collected fees, rentals and other charges received from Operators.

(d) The Permittee shall in each Sublease impose requirements identical to those set forth in paragraphs (a), (b) and (c) of this Special Endorsement upon each and every Operator.

16. No Personal Liability. No Commissioner, officer, director, agent or employee of either the Port Authority or the Permittee shall be charged personally liable or held contractually liable by or to the other party under any term of provision of this Permit or of any supplement, modification or amendment to this Permit, or because of its execution or attempted execution, or because of any breach thereof.

17. New York City Lease

(a) The Permittee acknowledges that it has received, and is familiar with the contents of, a copy of the Amended and Restated Agreement of Lease of the Municipal Air Terminals between The City of New York, as Landlord, and The Port Authority of New York and New Jersey, as Tenant, dated as of November 24, 2004 (the "City Lease").

(b) In accordance with the provisions of the City Lease, the Port Authority and the Permittee hereby agree as follows:

(1) This Permit is subject and subordinate to the City Lease and to any interest superior to that of the Port Authority;

(2) The Permittee shall not pay fees or other sums under this Permit for more than one (1) month in advance (excluding security and other deposits required under this Permit);

(3) With respect to this Permit, the Permittee on the termination of the City Lease will, at the option of The City of New York (the "City"), attorn to, or enter into a direct permit on identical terms with, the City;

(4) The Permittee shall indemnify the City with respect to all matters to the extent described in Section 31 of the City Lease;

(5) The Permittee shall not engage in the privilege permitted hereunder for any use other than as permitted under the City Lease;

(6) The Permittee shall use, operate and maintain the privilege granted hereunder in a manner consistent with the Port Authority's obligations under Section 28 of the City Lease;

(7) The failure of the Permittee to comply with the forgoing provisions shall be an event of default under this Permit, which, after the giving of reasonable notice, shall provide the Port Authority with the right to revoke this Permit and exercise any other rights that the Port Authority may have hereunder; and

(8) The City shall be named as an additional insured or loss payee, as applicable, under each policy of insurance procured by the Permittee pursuant to the Permit.

18. Interpretation.

(a) No greater rights are granted or intended to be granted to the Permittee hereunder with respect to the Concession Area than the Port Authority has the power to grant under the Airline Lease, and all of the terms, provisions, and conditions of the Airline Lease shall be and remain in full force and effect throughout the effective period of the permission granted hereunder.

(b) The Special Endorsement and paragraph headings in this Permit are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provision hereof.

(c) No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of a payment of fees or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

(d) Although the printed provisions of this Permit were drawn by the Port Authority, the parties agree that this circumstance alone shall not create any presumption, canon of construction or implication favoring the position of the Port Authority, the Permittee or the Airline and the deletion of language from this Permit prior to its execution shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse, adverse or opposite of the deleted language.

Initialed:

For the Port Authority: _____

For the Airline: _____

For the Permittee: _____

EXHIBIT B

FORM CONSENT AGREEMENT

EXHIBIT B

THIS AGREEMENT SHALL NOT BE BINDING UPON THE
PORT AUTHORITY UNTIL DULY EXECUTED BY AN
EXECUTIVE OFFICER THEREOF AND DELIVERED TO THE PERMITTEE AND THE
SUBLESSEE BY AN AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

Port Authority Permit No. AYD-476
Consent to Sublease No. _____
John F. Kennedy International Airport

CONSENT AGREEMENT

THIS AGREEMENT, effective as of _____, 200_ ("Effective Date"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("Port Authority"), **WESTFIELD CONCESSION MANAGEMENT, INC.** ("Permittee"), _____ ("Sublessee"), a (corporation/partnership/limited liability company) organized and existing under the laws of the State of _____ with an office and place of business at _____, whose representative is _____, and consented to by **AMERICAN AIRLINES, INC.** ("Airline").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease dated as of December 22, 2000 bearing Port Authority Lease No. AYB-085R (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Airline Lease") the Port Authority leased to the Airline certain premises at John F. Kennedy International Airport ("Airport") for certain passenger terminal facilities ("Terminal"), as set forth in Section 5 of the Airline Lease; and

WHEREAS, it was contemplated under the Airline Lease that certain food and beverage, newsstand, specialty retail and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required; and

WHEREAS, the Airline and the Permittee have entered into an agreement made as of September 2, 2004 (as may have been heretofore and may be hereafter amended, supplemented or extended, the "Concession Lease") under which the Permittee agreed to provide certain development, leasing, and management services with respect to consumer service operations at the Terminal; and

WHEREAS, the Port Authority and the Permittee have entered into a certain permit agreement identified above by Port Authority Permit Number AYD-476 (as may have been heretofore and may be hereafter supplemented, amended and extended, the "Permit") and covering the services and facilities which the Permittee agreed to provide pursuant to the terms of the Concession Lease; and

WHEREAS, the applicable provisions of the Concession Lease and the Permit require the Permittee to enter into an agreement with a third party unrelated to the Permittee in any manner to operate each consumer service facilities required to be provided pursuant to the terms of the Airline Lease, the Concession Lease and the Permit, provided that the proposed Sublessee and all the terms of its sublease agreement with the Permittee are consented to in writing in advance by the Port Authority and the Airline; and

WHEREAS, the Permittee and the Sublessee have entered into a sublease agreement, consented to by the Airline, a copy of which is attached hereto and made a part hereof ("Sublease"), covering portions of the premises under the Concession Lease (such portions, being hereinafter collectively called the "Space" or the "Spaces"); and

WHEREAS, the Permittee and the Airline have requested the consent of the Port Authority to the proposed Sublease;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Permittee and the Sublessee hereby agree effective as of the Effective Date, as follows:

1. On the terms and conditions hereinafter set forth, the Port Authority consents to the Sublease.

2. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Permittee or the Sublessee, on the earliest to occur of: (a) the day preceding the date of expiration or earlier termination of the Airline Lease; (b) the effective date of any revocation of this Consent pursuant to Paragraph 7 hereof; (c) if applicable, the day preceding the date of expiration or earlier termination of the Concession Lease in accordance with its terms; (d) the date of expiration or earlier termination of the Sublease; (e) or such earlier date as the Permittee and the Sublessee may agree upon subject to the terms and provisions hereof. The Sublessee shall cease its

activities and operations at the Space and shall quit the Space covered by the Sublease and remove its property and property for which it is responsible therefrom on or before the termination of the Sublease.

3. If the Permittee shall at any time be in default of its obligations under the Permit, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Permittee from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve the Permittee from any obligation under the Permit or under this Consent but all such payments shall be credited against the obligations of the Permittee or of the Sublessee, as the Port Authority may determine for each payment or part thereof, in accordance with the provisions of the Permit, Concession Lease and the Airline Lease and consistent with paragraph 4(a) hereof.

4. (a) Neither this Consent, nor anything contained herein, shall constitute or be deemed to constitute a consent to nor shall they create an inference or implication that there has been consent to any enlargement, diminishment, impairment, variation or change in the rights, powers and privileges granted to the Airline under the Airline Lease or to the Permittee under the Permit, nor any limitation, diminishment, modification, change or impairment of any of the rights, powers, privileges or remedies of the Port Authority under the Airline Lease or Permit, nor consent to the granting or conferring of any rights, powers, or privileges to the Sublessee as may be provided by the Sublease if not granted to the Airline under the Airline Lease and to the Permittee under the Permit. Neither this Consent nor anything contained herein, nor any termination of the Sublease, shall affect, impair, diminish, or change any of the duties, responsibilities, liabilities and obligations imposed on the Airline under the Airline Lease and on the Permittee under the Permit nor constitute or be deemed to constitute a release of the Airline or the Permittee, respectively, from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Permittee and the Sublessee with respect to the various matters set forth therein. Neither this Consent nor anything contained herein shall constitute an agreement between the Port Authority, the Airline or the Permittee that the provisions of the Sublease shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease and the Permit shall, in all respects, be controlling, effective and determinative. In addition, in any case of difference or inconsistency between the provisions of this Consent and those of the Sublease, this Consent shall be controlling and, in any case or difference or inconsistency between the terms of the Sublease and those of the Airline Lease or between the terms of the Sublease and those of the Permit, the terms of the Airline Lease, or of the Permit, as the case may be, shall control. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Consent or shall thereafter grant its consent or approval thereto or that the subject matter as to which the consent or approval applies has been or shall be approved or consented to in principle or in fact or that

the Port Authority's discretion pursuant to the Airline Lease and Permit as to any such consents or approvals shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and Permit shall, in all respects, be controlling, effective and determinative.

(b) No provisions of the Sublease including, but not limited to, those imposing obligations on the Sublessee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Sublessee or the Permittee including, but not limited to, construction on the Space covered by the Sublease, title to property, the right to assign (by operation of law or otherwise) the Sublessee's interest in the Sublease, or to further sublease the Space or any part thereof, and the right to perform services, be deemed to imply or infer that either the Port Authority consent or approval thereto will be given or that either Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(c) Notwithstanding anything to the contrary stated in the Sublease, the Port Authority does not and shall not grant or permit a cure or grace period to the Sublessee with respect to the Sublessee's monetary payment defaults to the Port Authority.

(d) No changes, amendments, renewals or extensions to the Sublease shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee or the Sublessee. The Sublease shall not be changed, modified, discharged, renewed or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

5. The Sublessee, in its operations under and in connection with the Sublease and in its use and/or occupancy of the Space, agrees to assume, observe, be bound by and comply with all the terms, provisions and conditions of the Airline Lease and the Permit.

6. The granting of this Consent by the Port Authority shall not be, and shall not be deemed to operate as, a waiver of the rights of the Port Authority or of its required consent to any subsequent sublease, sublicensing, or other agreement with respect to the use or

occupancy of the Space or any other portion of the Terminal, or to any assignment of the Permit or the Sublease or of any rights under any of the foregoing, whether in whole or in part.

7. The Port Authority shall have the right to revoke this Consent at any time without cause, on thirty (30) days' notice to the Sublessee, as to any one or more of the Spaces at which the Sublessee has permission to operate, and no such revocation shall be deemed to affect the Permit or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby. For informational purposes, the Port Authority will send a copy by regular first class mail of such notice to the Permittee, but failure on the part of the Port Authority to send the informational copy shall not however be or be deemed to be a breach of this Consent, or impair or affect the validity of the notice or request actually given.

8. The Port Authority shall not be obligated to perform or furnish any services or utilities whatsoever in connection with this Consent and the Sublease or the use and occupancy of the Space thereunder.

9. The Sublessee hereby represents and covenants to the Port Authority that it has complied with and will comply with all laws, governmental rules, regulations and orders now or at any time during the term of the Sublease which as a matter of law are applicable to or which affect the operations of the Sublessee under the Sublease or its use and/or occupancy of the Space. The obligation of the Sublessee hereunder to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

10. If the Sublessee shall fail to pay any amount required under this Consent when due to the Port Authority, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Consent. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this paragraph, with respect to such unpaid amount. Nothing in this paragraph is

intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Consent, including without limitation under Paragraph 7 hereof or (ii) any obligations of the Sublessee under this Consent. In the event that any late charge imposed pursuant to this Paragraph shall exceed a legal maximum applicable to such late charges, then, in such event, each such late charge payable under this Consent shall be payable instead at such legal maximum.

11. Reference herein to the Sublessee shall mean and include the Sublessee, its directors, officers, agents, employees, contractors, subcontractors and others on the Space or on the Airport with the consent of the Sublessee.

12. It is hereby acknowledged and agreed by the Permittee and the Sublessee that the Port Authority has no obligation under the Airline Lease, the Sublease, this Consent or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all or any portion of any amount of the Sublessee's capital investment in the Space or at the Terminal, whether amortized or unamortized. Any specific mention of or reference in the Sublease to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease or the Concession Lease or upon revocation of this Consent with or without cause (in accordance with the terms of Paragraph 7 hereof), of any amount of the Sublessee's capital investment in the Space or at the Premises shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Sublessee or the Permittee to pay, subsidize or finance said unamortized capital investment.

13. (a) Without in any manner affecting the obligations of the Airline under the Airline Lease or of the Permittee under the Permit and under this Consent, and notwithstanding the terms and conditions of the Sublease, the Sublessee shall make repairs and replacements in, at or about the Space as if it were the Permittee under the Permit. In addition, the Sublessee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, and the City of New York, from and against (and shall reimburse the Port Authority for its costs and expenses including attorneys' fees and other legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Consent by the Sublessee or out of its operations under the Sublease or at the Space or out of the use or occupancy of the Space by the Sublessee or others with its consent, or out of any other acts or omissions of the Sublessee, its officers, employees, agents, representatives, contractors, customers, guests, invitees and other persons who are doing business with the Sublessee or who are at the Space or the Premises with the consent of the Sublessee, or out of any other acts or omissions of the Sublessee, its officers and employees at the Airport including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Lease) whereby the Port Authority has agreed to indemnify the City of New York against claims. However, all acts

and omissions of the Sublessee shall be deemed to be acts and omissions of the Permittee under the Permit and the Lessee shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

(b) If so directed, the Sublessee shall at it own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling the same it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

14. (a) In addition to the insurance required to be maintained by the Sublessee under the Sublease, the Sublessee in its own name as insured and including the Port Authority as additional insured shall maintain and pay the premiums during the term of the Sublease on a policy or policies of Commercial General Liability insurance, including premises operations, products liability, liquor liability, and completed operations and covering bodily injury, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limits set forth below. Each of the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the Sublessee thereunder with respect to any claim or action against the Sublessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Sublessee by the Port Authority, and with respect to any claim or action against the Port Authority by the Sublessee as though the Port Authority was the named insured thereunder, but such endorsement shall not limit, vary, change, or affect the protections afforded the Port Authority thereunder as additional insured. The said policy or policies of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Sublessee under this subparagraph (a).

	Minimum Limits
Commercial General Liability Combined single limit per occurrence for bodily injury and property damage liability:	$2,000,000

Without limiting the provisions hereof, in the event the Sublessee maintains any of the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured to the full extent of all such insurance in accordance with all terms and provisions hereof.

(b) All insurance coverages and policies required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the consent hereunder. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

(c) As to the insurance required by the provisions of subparagraph (a) of this Paragraph, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority prior to the use of any portion of the Space by the Sublessee. Each policy, certificate or binder delivered as aforesaid shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, its Commissioners, officers, agents or employees, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. A certificate or other evidence of any renewal policy shall be delivered to the Port Authority prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the term of the Sublease. The aforesaid insurance shall be written by a company or companies approved by the Port Authority the Port Authority agreeing not to withhold its approval unreasonably. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall become unsatisfactory to the Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement the Port Authority covenanting and agreeing not to act unreasonably hereunder. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

15. Without limiting the generality of the provisions of this Consent, the terms, provisions, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative and to the extent that any provisions of the Sublease are contrary to, conflict with or are inconsistent with the Airline Lease or this Consent then such provisions of the Sublease shall be deemed null and void and of no force or effect as to the Port Authority, and of no force or effect on the Airline Lease.

16. The Sublessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Sublessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Sublessee assures that it will require that its covered suborganizations provide assurances to the Sublessee that they similarly will undertake affirmative programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

17. Nothing contained in this Consent nor in the Sublease, including without limitation the payment obligation of the Sublessee under Article II of the Sublease, nor the acceptance of any such payment thereunder by the Port Authority from the Sublessee shall create or be deemed to have created a landlord-tenant relationship or privity of estate between the Port Authority and the Sublessee nor shall it be or be deemed to be an attornment by the Sublessee to the Port Authority nor acceptance thereof by the Port Authority and the Sublease and the occupancy by the Sublessee of the Space shall in all events be and remain subject and subordinate to the Airline Lease, Concession Lease and the Permit, consistent with paragraph 4(a) hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

18. Nothing contained in this Consent or the Sublease shall be or deemed to be consent to, or approval of, the erection of any structures, or the making of any improvements, alterations, modifications, additions, repairs or replacements to the Space or the Premises including without limitation the installation of any signs at the Airport. The Permittee and Sublessee agree that no construction, installation or the like, as aforesaid, shall be performed without the prior written approval of the Port Authority and subject to the terms and conditions of the Airline Lease and an approved Tenant Alteration Application which the Sublessee shall prepare and the Permittee and/or the Airline shall submit to the Port Authority.

19. Notwithstanding anything to the contrary stated in the Concession Lease, the Permit or the Sublease, the cost of utilities shall not be charged to the Sublessee unless the Sublessee is a food/beverage vendor, all in accordance with the Airline Lease. By signing below, the Airline expressly agrees to the foregoing, and agrees that the Airline shall not charge to the Permittee the cost of any utilities other than as aforesaid in this Paragraph.

20. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or forwarded to him or to the party at such address by registered or certified mail. Such designated officer or representative of the Port Authority and the

Permittee and their respective offices shall be as set forth in the Permit. The Sublessee shall from time to time designate in writing an office within the Port of New York District and an officer or representative whose regular place of business is at such office upon whom notices and requests may be served. Until further notice, the Sublessee designates the representative named on the first page of this Consent as its representative upon whom notices and requests may be served and its address stated on the first page of this Consent as its office where notices and requests may be served. If mailed, the notices herein required to be served shall be deemed effective and served as of the date of the registered or certified mailing thereof.

21. New York City Lease

(a) The Sublessee acknowledges that it has received, and is familiar with the contents of, a copy of the Amended and Restated Agreement of Lease of the Municipal Air Terminals between The City of New York, as Landlord, and The Port Authority of New York and New Jersey, as Tenant, dated as of November 24, 2004 (the "City Lease").

(b) In accordance with the provisions of the City Lease, the Port Authority and the Sublessee hereby agree as follows:

(1) This Consent is subject and subordinate to the City Lease and to any interest superior to that of the Port Authority;

(2) The Sublessee shall not pay fees or other sums under this Consent for more than one (1) month in advance (excluding security and other deposits required under this Permit);

(3) With respect to this Consent, the Sublessee on the termination of the City Lease will, at the option of The City of New York (the "City"), attorn to, or enter into a direct permit on identical terms with, the City;

(4) The Sublessee shall indemnify the City with respect to all matters to the extent described in Section 31 of the City Lease;

(5) The Sublessee shall not engage in the privilege permitted hereunder for any use other than as permitted under the City Lease;

(6) The Sublessee shall use, operate and maintain the privilege granted hereunder in a manner consistent with the Port Authority's obligations under Section 28 of the City Lease;

(7) The failure of the Sublessee to comply with the forgoing provisions shall be an event of default under this Consent, which, after the giving of reasonable

notice, shall provide the Port Authority with the right to revoke this Consent and exercise any other rights that the Port Authority may have hereunder; and

(8) The City shall be named as an additional insured or loss payee, as applicable, under each policy of insurance procured by the Sublessee pursuant to the Consent.

22. This Consent and the interpretation, validity and enforceability thereof shall be governed by the laws of the State of New York.

23. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline, the Permittee or the Sublessee shall be held personally liable to any party under any term or provision of this Consent or because of its execution or attempted execution or because of any breach or alleged breach thereof.

IN WITNESS WHEREOF, the Port Authority, the Permittee and the Sublessee have executed these presents.

ATTEST:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

_____
Secretary

By_____

(Title)_____
(Seal)

ATTEST:

WESTFIELD CONCESSION MANAGEMENT, INC.

_____
Secretary

By_____

(Title)_____President
(Corporate Seal)

ATTEST:

[NAME OF SUBLESSEE]

_____
Secretary

By_____

(Title)_____President(Member/Manager for LLC)
(Corporate Seal)

ACCEPTED AND CONSENTED TO AS
OF THE EFFECTIVE DATE OF THIS
CONSENT AGREEMENT

AMERICAN AIRLINES, INC.

By _____
(Name):

(Title) _____President
(Corporate Seal)

FOR THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the _____ day of _____ in the year 200_, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(notarial seal and stamp)

FOR WESTFIELD CONCESSION MANAGEMENT, INC.

STATE OF _____)
) ss.
COUNTY OF _____)

On the _____ day of _____ in the year 200_, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(notarial seal and stamp)

FOR [SUBLESSEE]

STATE OF _____)
) ss.
COUNTY OF _____)

On the _____ day of _____ in the year 200_, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(notarial seal and stamp)

FOR AMERICAN AIRLINES, INC.

STATE OF _____)
) ss.
COUNTY OF _____)

On the _____ day of _____ in the year 200_, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(notarial seal and stamp)

EXHIBIT B-1
LEASE PREMISES
JFK INTERNATIONAL AIRPORT

Space Turnover Exhibit				
Space #	Tenant Name	Merchandise Category	Cat.	SQ. FT.
		Main Terminal - Arrivals Level 1 (West)		
A-1	Hudson News/Euro Café	News & Gifts/Fast Food	N	581
		Sub-Total		**581**
		Main Terminal - Departures Level 3 (West)		
M-4	See Exhibit G (viii)	Fast Food	FF	1,065
M-5	See Exhibit G (viii)	Specialty Retail	SR	1,591
M-6	See Exhibit G (viii)	Specialty Retail	SR	1,150
M-7	See Exhibit G (viii)	Specialty Retail	SR	1,306
M-8	See Exhibit G (viii)	Fast Food	FF	730
M-9	See Exhibit G (viii)	Fast Food	FF	538
M-10	See Exhibit G (viii)	Fast Food	FF	563
M-11	See Exhibit G (viii)	Fast Food	FF	1,301
M-12	See Exhibit G (viii)	Fast Food	FF	347
M-13	See Exhibit G (viii)	Fast Food	FF	116
M-14A	See Exhibit G (viii)	Specialty Retail	SR	1,736
M-14B	See Exhibit G (viii)	Specialty Retail	SR	1,655
M-15	See Exhibit G (viii)	Duty Free	DF	2,202
		Sub-Total		**14,300**
		Concourse B - Departures Level 3 (East)		
B-17	See Exhibit G (viii)	Fast Food	FF	2,173
M-16	See Exhibit G (viii)	Casual Dining/Bar	CD	3,415
K-1	See Exhibit G (viii)	Service	S	100
		Sub-Total		**5,688**
		Concourse B - Departures Level 3 (West)		
B-1	See Exhibit G (viii)	News & Gift	N	2,089
B-3	See Exhibit G (viii)	Fast Food	FF	291
B-4	See Exhibit G (viii)	Bar	BR	1,166
B-5	See Exhibit G (viii)	Specialty Retail	SR	629
B-6	See Exhibit G (viii)	Specialty Retail	SR	1,424
B-7	See Exhibit G (viii)	Specialty Retail	SR	596
B-8	See Exhibit G (viii)	Specialty Retail	SR	675
B-9	See Exhibit G (viii)	Specialty Retail	SR	1,350
B-10	See Exhibit G (viii)	Specialty Retail	SR	1,350
B-11	See Exhibit G (viii)	Books	B	2,172
B-12	See Exhibit G (viii)	Casual Dining/Restaurant	CD	2,557
B-14	See Exhibit G (viii)	Duty Free	DF	640
B-15	See Exhibit G (viii)	News & Gifts	N	807
B-16	See Exhibit G (viii)	Bar	B	809
		Sub-Total		**16,335**
		Concourse C - Departures Level 2 (East)		
C-1	L'Occitane	Specialty Retail	SR	496
C-2	Travelex	Service	S	519
C-3/4	SoHo Bistro	Casual Dining/Bar	CD	5,038
C-5	Airport Wireless	Specialty Retail	SR	497
C-6	Starbucks	Fast Food	FF	481
		Sub-Total		**7,031**
		Concourse C - Departures Level 2 (West)		
C-7/8	Hudson News/Euro Café	News & Gift/Books/Fast Food	N	3,226
C-9	International Shoppes	Duty Free	DF	1,318
C10	Brooklyn National Deli	Fast Food	FF	754

EXHIBIT B-1
LEASE PREMISES
JFK INTERNATIONAL AIRPORT

Space Turnover Exhibit				
Space #	**Tenant Name**	**Merchandise Category**	**Cat.**	**SQ. FT.**
C11	Swatch	Specialty Retail	SR	497
C12	Landau	Specialty Retail	SR	496
C13	Hudson News	News & Gifts	N	497
C14	Au Bon Pain	Fast Food	FF	1,666
		Sub-total		**8,454**
		Storage/Common Areas		
CA-1	Common Area	Common Seating - Food Court (Main Terminal, Departures Level 3)	CA	6,870
JC-1	Common Area	Janitor's Closet (Main Terminal, Departures Level 3)	CA	17
O-1	Westfield Management	Office (Main Terminal, Level 2)	CA	1,600
S-2	TBD	Storage (Main Terminal, Departures Level 3)	ST	242
S-3	TBD	Storage (Main Terminal, Departures Level 3)	ST	191
S-4	Conc C Tenants	Storage - Wet (Conc C, Departures Level 2)	ST	1,051
S-6	TBD	Storage (Main Terminal, Departures Level 3)	ST	541
S-7	TBD	Storage - Wet (Main Terminal, Level 2)	ST	3,976
S-8	Conc C Tenants	Storage - Wet (Conc C, Ramp Level 1)	ST	509
S-11	Common Area	Service Corridor (Conc C, Departures Level 2)	CA	428
S-12	Common Area	Service Corridor (Conc C, Departures Level 2)	CA	207
S-13	Common Area	Service Corridor (Main Terminal, Departures Level 3)	CA	290
TW-1	Common Area	Tray Wash Rm (Main Terminal, Departures Level 3)	CA	126
		Sub-total		**16,048**
	TOTAL			**68,437**

SUMMARY				
		News & Gifts	N	6,980
		Specialty Retail	SR	15,448
		Duty Free	DF	4,160
		Books	B	2,172
		Fast Food	FF	10,025
		Casual Dining	CD	11,010
		Bar	BR	1,975
		Service	S	619
		Storage	ST	6,510
		Common Area	CA	9,538
	TOTAL			**68,437**

Form F - Privilege, All Facilities
12/4/73

:For Port Authority Use Only :
:
: ANB-445 :

AVIATION DEPT.
FILE COPY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 Park Avenue South
New York, New York 10003

PRIVILEGE PERMIT

The Port Authority of New York and New Jersey (herein called "the Port Authority") hereby grants to the Permittee hereinafter named the hereinafter described privilege at the Port Authority Facility hereinafter named, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee or fees hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. **FACILITY:** **Newark Liberty International Airport**
2. **PERMITTEE:** AIRPORT DINER, L.L.C., a limited liability company formed under the laws of the State of New Jersey
3. **PERMITTEE'S ADDRESS:** Newark Liberty International Airport
   Terminal C – Space No. 48
   Newark, N.J. 07114
4. **PERMITTEE'S REPRESENTATIVE:** Mr. Teddy Marketos
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** as of January 16, 2004
8. **EXPIRATION DATE:** The 10th anniversary of the Rent Commencement Date as defined in the Permit, unless sooner revoked as provided in Section 1 of the following Terms and Conditions
9. **ENDORSEMENTS: 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 21.1, 22, 28, SPECIAL**

Dated: As of January 16, 2004

APPROVED:
FORM | TERMS

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) FRANCIS A. DIMOLA
ASSISTANT DIRECTOR
AVIATION DEPT.

CONSENTED AND AGREED TO
BY CONTINENTAL AIRLINES, INC.
as of January 16, 2004

By _____

Holden Shannon
Vice President
(Title) Corporate Real Estate President
& Environmental Affairs

AIRPORT DINER L.L.C.
Permittee

By _____

(Title) _____ Member

TERMS AND CONDITIONS

1. The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty days' written notice, by the Port Authority or terminated without cause, upon thirty days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four hours' notice if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees. Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

2. The rights granted hereby shall be exercised

(a) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,

(b) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, and employees,

(c) if the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees, or

(d) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees;

and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other person, corporation or legal entity. The Permittee shall not assign or transfer this Permit or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

4. The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the written approval of the Manager of the Facility. The Port Authority shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

6. (a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Permittee in performing or observing any term or provision of this Permit, or out of the operations of the Permittee, its officers, employees or persons who are doing business with the Permittee arising out of or in connection with the activities permitted hereunder, or arising out of the acts or omissions of the Permittee, its officers or employees at the Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

7. The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations hereunder. The Permittee shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

(a) The term "Executive Director" shall mean the person or persons from time to-time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee, it shall mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

(b) The terms "Manager of the Facility" or "General Manager of the Facility" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Manager or General Manager (or temporary or Acting Manager or General Manager) of the Facility for the time being, or his duly designated representative or representatives.

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail-addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

15. The Permittee agrees to be bound by and comply with the provisions of all endorsements annexed to the Permit at the time of issuance.

16. Neither the Commissioners of the Port Authority nor any officer, agent or employee thereof, shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

17. This Permit, including the attached endorsements and exhibits, if any, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof and may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

(a) Use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(b) Not divert or cause or allow to be diverted, any business from the Airport;

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anywise connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

STANDARD ENDORSEMENT NO. 4.1
MERCHANDISE AND/OR SERVICES
All Airports
7/21/49

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

STANDARD ENDORSEMENT NO. 6.1
All Installations
3/28/49

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority/s rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefore at the Airport;

(b) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(c) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

As used in the above subsections "service" shall include furnishing of parts, materials and supplies (including sale thereof).

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Permittee of the promises and obligations contained in this Permit is therefore a special consideration and inducement to the issuance of this Permit by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Permit, the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Endorsement in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons including the United States of America resulting from the Permittee's noncompliance with any of the provisions of this Endorsement and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee.

The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Airport including any Space covered by this Permit, or for the safe and efficient operation of the Airport including any Space covered by this Permit. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five days before the Permittee shall be required to comply therewith.

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

STANDARD ENDORSEMENT NO. 16.1
RULES & REGULATIONS COMPLIANCE
Airports
06/29/62

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

Notwithstanding any other provision of this Permit, the permission hereby granted shall in any event terminate with the expiration or termination of the lease of Newark International Airport from the City of Newark to the Port Authority under the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex on October 30, 1947 in Book E-110 of Deeds at pages 242, et seq. No greater rights and privileges are hereby granted to Permittee than the Port Authority has power to grant under said agreement as supplemented or amended as aforesaid.

"Newark Liberty International Airport" or "Airport" shall mean the land and premises in the County of Essex and State of New Jersey, which are westerly of the right of way of the Central Railroad of New Jersey and are shown upon the exhibit attached to the said agreement between the City and the Port Authority and marked "Exhibit A", as contained within the limits of a line of crosses appearing on said exhibit and designated "Boundary of terminal area in City of Newark", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

The Port Authority has agreed by a provision in its agreement of lease with the City covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City and of it various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

(1) The Permittee in its own name as assured shall secure and pay the premium or premiums for such of the following policies of insurance with respect to which minimum limits are fixed in the schedule below. Each such policy shall be maintained in at least the limit fixed with respect thereto, shall cover the operations of the Permittee under this Permit, and shall be effective throughout the effective period:

SCHEDULE

	Policy	Minimum Limit
(a)	Commercial general liability insurance (to include contractual liability endorsement)	
	(1) Bodily-injury liability:	
	For injury or wrongful death to one person:	$2,000,000.00
	For injury or wrongful death to more than one person in any one occurrence:	$2,000,000.00
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$2,000,000.00
	(3) Products liability:	$ 2,000,000.00
	(4) Liquor Liability	$ 2,000,000.00
(b)	Automotive liability insurance:	
	(1) Bodily-injury liability	
	For injury or wrongful death to one person:	$
	For injury or wrongful death to more than one person in any one occurrence:	$
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$
(c)	Plate and mirror glass insurance, covering all plate and mirror glass in the premises, and the lettering, signs, or decorations, if any, on such plate and mirror glass:	$
(d)	Boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$
(e)	"Additional Interest" policy of boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$

(2) The Port Authority shall be named as an additional insured in any policy of liability insurance

(3) Every policy of insurance on property other than that of the Permittee required by this Endorsement shall name the Port Authority as the owner of property, unless the Space is located in an area as to which the Port Authority is itself a lessee, in which case the Port Authority shall be named as the lessee and the owner shall be named as the owner, and the policy shall be endorsed substantially as follows:

> "Loss, if any, under this policy, as to the interest of the owner and as to the interest of the Port Authority of New York and New Jersey, shall be adjusted solely with the Port Authority, and all proceeds under this policy shall be paid solely to the Port Authority."

(4) The "Additional Interest" policy of boiler and machinery insurance required by this Endorsement shall provide protection under Sections 1 and 2 only of the Insuring Agreements of the form of policy approved for use as of the date hereof by the National Bureau of Casualty Underwriters, New York, New York.

(5) As to any insurance required by this Endorsement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority within ten (10) days after the execution of this Permit. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving ten (10) days' written notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, of if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

(6) Each policy of insurance required by this Endorsement shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters and the New York Fire Insurance Exchange, or if the Permittee's operations hereunder are in New Jersey, the National Board of Fire Underwriters and The Fire Insurance Rating Organization of N.J., and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Endorsement, any fire insurance, extended coverage or rental insurance rate on the Airport or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

The Permittee shall not do or permit to be done any act which

(a) will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereon, or

(b) will increase the rate of any fire insurance, extended coverage or rental insurance on the Airport or any part thereof or upon the contents of any building thereon, or

(c) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or

(d) may cause or produce upon the Airport any unusual, noxious or objectionable smokes, gases, vapors or odors, or

(e) may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Airport, or

(f) shall constitute a nuisance in or on the Airport or which may result in the creation, commission or maintenance of a nuisance in or on the Airport.

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

If any type of strike or other labor activity is directed against the Permittee at the Facility or against any operations pursuant to this Permit resulting in picketing or boycott for a period of at least forty-eight (48) hours which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Facility or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this Permit effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

SPECIAL ENDORSEMENTS

1. (a) By agreement of lease, dated as of January 11, 1985 bearing Port Authority file No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease") the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of January 16, 2004 (hereinafter called the "Sublease"), under which the Permittee has agreed to operate certain consumer services in locations the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate at the Terminal a first-class sit-down table service themed restaurant concession facility offering the following: a wide variety of freshly prepared breakfast entrees and side dishes; lunch and dinner appetizers, soups, salads, entrees, sandwiches,

platters and side dishes (hereinafter collectively called "Category A Products"); (ii) the primary sale of well and call brand liquors and cocktails, domestic and international draft and bottled beers, and house, premium and super premium wines (hereinafter collectively called "Category B Products"); and (iii) as incidental to the primary operation as aforesaid, the sale at retail of diner-themed regional gifts and souvenirs (hereinafter collectively called "Category C Products"); and for no other purpose whatsoever.

The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information)), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more

than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record- keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Percentage Rent" shall mean (i) 12% of all gross receipts from Category A Products; (ii) 15% of all gross receipts from Category B Products; and (iii) 15% of all gross receipts from Category C Products.

(vi) "PA Share" shall mean Twenty percent (20%).

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of Two Hundred Sixty Thousand Dollars and No Cents ($260,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Twenty-one Thousand Six Hundred Sixty-seven Dollars and Sixty-seven Cents ($21,667.67), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit. If the Rent Commencement Date shall occur on a day other than

the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Enplanements, pursuant to the terms of the Sublease.

(ii) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(iii) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, storage premises rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable)) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority an annual percentage rent equivalent to the PA Share of the sum of (i) 12% of all gross receipts from Category A Products; (ii) 15% of all gross receipts from Category B Products; and (iii) 15% of all gross receipts from Category C Products, which is in excess of the Guaranteed Rent arising during the effective period of permission hereunder.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

SPECIAL ENDORSEMENTS

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage stated in paragraph (c) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentage applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentage set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable Guaranteed Rent, established for the monthly period, or (B) the applicable percentage set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Guaranteed Rent, established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable Guaranteed Rent, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Guaranteed Rent, less the total of all percentage rent payments previously made for such annual period. At any time that the Guaranteed Rent is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand.

In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement,

certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated Guaranteed Rent established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority the PA Share of all rent payable under this Permit and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) 90 days following delivery of the Space to the Permittee or

(c) June 1, 2004,

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. The Permittee shall be required to make a minimum initial capital investment (excluding furniture, fixtures and equipment) to ready the Space for initial occupancy and operations in an amount equal to Two Hundred Dollars ($200) per square foot. Nothing herein shall reduce the Permittee's obligations to comply with the Port Authority's Tenant Alteration

and Application process and the Airline's design specifications and standards, nor reduce any obligation of the Permittee under the Sublease to maintain, improve or refurbish the Space during the term of the subletting.

5. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

> "Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

> "If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such

objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(e) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) The following clause shall be deemed to have been added to the first sentence of Section 8: "or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier."

(h) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

"In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(i) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(j) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

(ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".

(iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(k) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

(l) Notwithstanding the provisions of Standard Endorsement 21.1 annexed to this Permit, the Port Authority (as well as the Airline and the Manager) shall be named as an additional insured in any policy of liability insurance required by the provisions of this Permit and each such policy of insurance so required shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(m) The policies referred to in Standard Endorsement 21.1 shall provide or contain an endorsement providing that:

(i) the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority, and

(ii) the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Permittee shall be the same as the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person as if the Port Authority were the named insured thereunder,

but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

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(n) Without limiting the generality of the provisions of Standard Endorsement 23.1, the Permittee agrees that notwithstanding the sum stated to be the security deposit to be delivered to the Port Authority upon execution of this Permit, the security amount required hereunder shall at all times during the period of permission be an amount equal to at least three (3) months' Guaranteed Rent in cash or bonds (as described in said Standard Endorsement) or at least twelve (12) months' Guaranteed Rent in the form of a clean irrevocable letter of credit satisfactory to the Port Authority and, accordingly, such amount may change from time to time by notice to the Permittee during such period.

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the

Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) (i) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(ii) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, no unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

SPECIAL ENDORSEMENTS

(2) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(3) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to an assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights

and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of any payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority, and payable in the Port of New York District in the amount of Sixty Thousand Dollars and No Cents ($60,000.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port

Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security hereunder. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made in accordance with the provisions of this Permit. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to constitute a waiver of any default by the Permittee under the terms of this Permit and all remedies of the Port Authority consequent upon such default shall not be affected by the existence of any recourse to any such letter of credit.

(b) The Permittee hereby certifies that its Federal Tax Identification Number is for the purposes of this Special Endorsement.

(c) The Permittee acknowledges and agrees that the Port Authority reserves the right, at its sole discretion, to adjust at any time and from time to time upon fifteen (15) days notice to the Permittee, the security deposit amount as set forth in paragraph (a). Not later than the effective date set forth in said notice the Permittee shall deposit with the Port Authority the new security deposit amount as set forth in and in such form as requested by said notice which new amount (including without limitation an amendment to or a replacement of the letter of credit) shall thereafter constitute the security deposit subject to this Special Endorsement.

ASF
For the Port Authority

Initialed: J.M.
For the Permittee

TB
For the Airline

Form F - Privilege, All Facilities

:For Port Authority Use Only :
: ANB-934 :

AVIATION DEPT.
FILE COPY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 Park Avenue South
New York, New York 10003

PRIVILEGE PERMIT

The Port Authority of New York and New Jersey (herein called the "Port Authority") hereby grants to the Permittee hereinafter named the hereinafter described privilege at the Port Authority Facility hereinafter named, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee or fees hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. **FACILITY:** **Newark Liberty International Airport**
2. **PERMITTEE:** DELAWARE NORTH COMPANIES TRAVEL HOSPITALITY SERVICES, INC., a corporation organized under the laws of the State of Delaware
3. **PERMITTEE'S ADDRESS:** 40 Fountain Plaza
   Buffalo, New York 14202
4. **PERMITTEE'S REPRESENTATIVE:** Matthew King MAK TC OAC
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** August 6, 2008
8. **EXPIRATION DATE:** March 31, 2013, unless sooner revoked as provided in Section 1 of the following Terms and Conditions.
9. **ENDORSEMENTS:** 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 21.1, 22, 28, Exhibit A, Exhibit X, Schedule G, and Specials

Dated: As of August 6, 2008

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: [signature]

(Title) Asst. Director, CCCA

Consented and Agreed to by
CONTINENTAL AIRLINES, INC.
as of August 6, 2008

By [signature]

(Title) Staff Vice President

DELAWARE NORTH COMPANIES TRAVEL HOSPITALITY SERVICES, INC, Permittee

By: [signature]

Print Name: _____

(Title) President

Port Authority Use Only	
Approval as to Terms:	Approval as to Form:
[signature]	[signature]

OAC

MLG/NEI

ewr-TermC-F&B

TERMS AND CONDITIONS

1. The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty days' written notice, by the Port Authority or terminated without cause, upon thirty days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four hours' notice if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same).Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

2. The rights granted hereby shall be exercised

(a) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,

(b) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, and employees,

(c) if the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees, or

(d) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees;

and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other person, corporation or legal entity. The Permittee shall not assign or transfer this Permit or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

4. The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the written approval of the Manager of the Facility. The Port Authority shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

6. (a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Permittee in performing or observing any term or provision of this Permit, or out of the operations of the Permittee, its officers, employees or persons who are doing business with the Permittee arising out of or in connection with the activities permitted hereunder, or arising out of the acts or omissions of the Permittee, its officers or employees at the

Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

7. The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations hereunder. The Permittee shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

(a) The term "Executive Director" shall mean the person or persons from time to-time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee, it shall mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

(b) The terms "Manager of the Facility" or "General Manager of the Facility" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Manager or General Manager (or temporary or Acting Manager or General Manager) of the Facility for the time being, or his duly designated representative or representatives.

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail or certified mail addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most recently substituted therefor by notice to the Port Authority, or left at such address, or delivered

to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

15. The Permittee agrees to be bound by and comply with the provisions of all endorsements annexed to the Permit at the time of issuance.

16. Neither the Commissioners of the Port Authority nor any officer, agent or employee thereof, shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

17. This Permit, including the attached endorsements and exhibits, if any, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof and may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

(a) Use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(b) Not divert or cause or allow to be diverted, any business from the Airport;

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anywise connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

(4) Effective from and after October 13, 2005, and continuing during the effective period of permissions granted under the Permit, in the event that upon conducting an examination and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port

Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2), (3) and (4) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

STANDARD ENDORSEMENT NO. 4.1
MERCHANDISE AND/OR SERVICES
All Airports
7/21/49

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority/s rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefore at the Airport;

(b) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(c) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

As used in the above subsections "service" shall include furnishing of parts, materials and supplies (including sale thereof).

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Permittee of the promises and obligations contained in this Permit is therefore a special consideration and inducement to the issuance of this Permit by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Permit, the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Endorsement in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons including the United States of America resulting from the Permittee's noncompliance with any of the provisions of this Endorsement and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee.

The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Airport including any Space covered by this Permit, or for the safe and efficient operation of the Airport including any Space covered by this Permit. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five days before the Permittee shall be required to comply therewith.

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

Notwithstanding any other provision of this Permit, the permission hereby granted shall in any event terminate with the expiration or termination of the lease of Newark International Airport from the City of Newark to the Port Authority under the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex on October 30, 1947 in Book E-110 of Deeds at pages 242, et seq. No greater rights and privileges are hereby granted to Permittee than the Port Authority has power to grant under said agreement as supplemented or amended as aforesaid.

"Newark Liberty International Airport" or "Airport" shall mean the land and premises in the County of Essex and State of New Jersey, which are westerly of the right of way of the Central Railroad of New Jersey and are shown upon the exhibit attached to the said agreement between the City and the Port Authority and marked "Exhibit A", as contained within the limits of a line of crosses appearing on said exhibit and designated "Boundary of terminal area in City of Newark", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

The Port Authority has agreed by a provision in its agreement of lease with the City covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City and of it various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

STANDARD ENDORSEMENT NO. 19.3
PARTICULAR FACILITY
Newark International Airport
03/15/74

(1) The Permittee in its own name as assured shall secure and pay the premium or premiums for such of the following policies of insurance with respect to which minimum limits are fixed in the schedule below. Each such policy shall be maintained in at least the limit fixed with respect thereto, shall cover the operations of the Permittee under this Permit, and shall be effective throughout the effective period:

SCHEDULE

	Policy	Minimum Limit
(a)	Commercial general liability insurance (to include contractual liability endorsement)	
	(1) Bodily-injury liability:	
	For injury or wrongful death to one person:	$2,000,000.00
	For injury or wrongful death to more than one person in any one occurrence:	$2,000,000.00
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$2,000,000.00
	(3) Products liability:	$2,000,000.00
	(4) Liquor liability	$2,000,000.00
(b)	Automotive liability insurance:	
	(1) Bodily-injury liability	
	For injury or wrongful death to one person:	$
	For injury or wrongful death to more than one person in any one occurrence:	$
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$
(c)	Plate and mirror glass insurance, covering all plate and mirror glass in the premises, and the lettering, signs, or decorations, if any, on such plate and mirror glass:	$
(d)	Boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$
(e)	"Additional Interest" policy of boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$

(2) The Port Authority shall be named as an additional insured in any policy of liability insurance

(3) Every policy of insurance on property other than that of the Permittee required by this Endorsement shall name the Port Authority as the owner of property, unless the Space is located in an area as to which the Port Authority is itself a lessee, in which case the Port Authority shall be named as the lessee and the owner shall be named as the owner, and the policy shall be endorsed substantially as follows:

> "Loss, if any, under this policy, as to the interest of the owner and as to the interest of the Port Authority of New York and New Jersey, shall be adjusted solely with the Port Authority, and all proceeds under this policy shall be paid solely to the Port Authority."

(4) The "Additional Interest" policy of boiler and machinery insurance required by this Endorsement shall provide protection under Sections 1 and 2 only of the Insuring Agreements of the form of policy approved for use as of the date hereof by the National Bureau of Casualty Underwriters, New York, New York.

(5) As to any insurance required by this Endorsement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority within ten (10) days after the execution of this Permit. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving ten (10) days' written notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, of if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

(6) Each policy of insurance required by this Endorsement shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters and the New York Fire Insurance Exchange, or if the Permittee's operations hereunder are in New Jersey, the National Board of Fire Underwriters and The Fire Insurance Rating Organization of N.J., and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Endorsement, any fire insurance, extended coverage or rental insurance rate on the Airport or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

The Permittee shall not do or permit to be done any act which

(a) will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereon, or

(b) will increase the rate of any fire insurance, extended coverage or rental insurance on the Airport or any part thereof or upon the contents of any building thereon, or

(c) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or

(d) may cause or produce upon the Airport any unusual, noxious or objectionable smokes, gases, vapors or odors, or

(e) may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Airport, or

(f) shall constitute a nuisance in or on the Airport or which may result in the creation, commission or maintenance of a nuisance in or on the Airport.

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

If any type of strike or other labor activity is directed against the Permittee at the Facility or against any operations pursuant to this Permit resulting in picketing or boycott for a period of at least forty-eight (48) hours which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Facility or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this Permit effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

1. (a) By agreement of lease, dated as of January 11, 1985 bearing Port Authority file No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease") the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of August 6, 2008 (hereinafter called the "Sublease"), under which the Permittee has agreed to operate certain consumer services in locations the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate at the Terminal first-class food and beverage concessions, offering the following: (i) at Space No. 49, the foods and beverages identified in the Sublease and associated with an operation under the trade name Guinness Pub; (ii) at Space No. 56, the foods and beverages identified in the Sublease and associated with an operation under the trade name Heineken Pub; and (iii) at Space No. 64, the foods and beverages identified in the Sublease and associated with an operation under the trade name Sam Adams Brew Club, the primary sale of various food items and non-alcoholic beverages; and such other related products as may be consented to in advance by the Airline and the Port Authority and for no other purpose whatsoever.

(c) The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefore, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

(d) The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall

shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefore is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record-keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Percentage Rent" shall mean the following: (i) with respect to Space No. 49, 15% of all gross receipts from food and non-alcoholic beverage products and 16% of all gross receipts from alcoholic beverage products, (ii) with respect to Space No. 56, 15% of all gross receipts from food and non-alcoholic beverage products and 16% of all gross receipts from alcoholic beverage products, and (iii) with respect to Space No. 64, 15% of all gross receipts from food and non-alcoholic beverage products and 16% of all gross receipts from alcoholic beverage products.

(vi) "PA Share" shall mean Twenty percent (20%)

(b) (i) Space No. 49: the Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of One Hundred Twenty Thousand Four Hundred Sixteen Dollars and No Cents ($120,416.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Ten Thousand Thirty-Four Dollars and Sixty-Seven Cents ($10,034.67), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit.

(ii) Space No. 56: the Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of Two Hundred SixteenThousand Dollars and No Cents ($216,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Eighteen Thousand Dollars and No Cents ($18,000.00), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit

(iii) Space No. 64: the Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of One Hundred Eighty-Three Thousand Three Hundred Seventy-Nine Dollars and No Cents ($183,379.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Fifteen Thousand Two Hundred Eighty-One Dollars and Fifty-Eight Cents ($15,281.58), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit

(iv) If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Emplacements, pursuant to the terms of the Sublease.

(v) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination,

revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraphs (b)(i), (b)(ii) and (b)(iii) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(vi) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, storage premises rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority a monthly percentage rent equivalent to the PA Share equal to twenty percent (20%) of all gross receipts of the Permittee in excess of the Monthly Exemption Amount arising during the effective period of permission hereunder.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage(s) stated in paragraph (c) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentages applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentage(s) set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable Monthly Exemption Amount, established for the monthly period, or (B) the applicable percentages set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Annual Exemption Amount, established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual

periods, an amount equal to the PA Share of the excess over the applicable Monthly Exemption Amounts, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Annual Exemption Amount, less the total of all percentage rent payments previously made for such annual period. At any time that the Monthly Exemption Amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated Annual Exemption Amount(s) established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

I. Space No. 49

(a) the date on which Permittee commences operations in the Space, or

(b) November 1, 2008

II. Space No. 56

(a) the date on which Permittee commences operations in the Space, or

(b) December 22, 2008

III. Space No. 64

(a) the date on which Permittee commences operations in the Space, or

(b) May 1, 2009

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. The Permittee shall be required to make a minimum initial capital investment (excluding furniture, fixtures and equipment) to ready the Space for initial occupancy and operations in an amount equal to Two Hundred Dollars ($200) per square foot. Nothing herein shall reduce the Permittee's obligations to comply with the Port Authority's Tenant Alteration and Application process and the Airline's design specifications and standards, nor reduce any obligation of the Permittee under the Sublease to maintain, improve or refurbish the Space during the term of the subletting.

5. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

> "Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to

the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same). Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

"If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(e) Paragraph (a) of Section 6 of the foregoing Terms and Conditions shall be deemed deleted in its entirety and the following new paragraph (a) shall be substituted in lieu thereof:

"(a) Without in any manner affecting the obligations of the Airline under the Airline Lease and under this Permit, and notwithstanding the terms and conditions of the Sublease, the Permittee shall make repairs and replacements in, at or about the Space as if it were the Airline under the Airline Lease. In addition, the Permittee shall indemnify and hold harmless the Port Authority, its

Commissioners, officers, employees and representatives, and the City of New York, from and against (and shall reimburse the Port Authority for its costs and expenses including attorneys' fees and other legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Permit by the Permittee or out of its operations under the Sublease or at the Space or out of the use or occupancy of the Space by the Permittee or others with its consent, or out of any other acts or omissions of the Permittee, its officers, employees, agents, representatives, contractors, members (in their capacity as members of the Permittee if it is a limited liability entity), managers (in their capacity as managers of the Permittee if it is a limited liability entity), partners (if Permittee is a partnership), customers, invitees and other persons who are doing business with the Permittee or who are at the Space or the Terminal with the consent of the Permittee, or out of any other acts or omissions of the Permittee, its officers and employees at the Airport including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Airline Lease) whereby the Port Authority has agreed to indemnify the City of New York against claims. However, all acts and omissions of the Permittee shall be deemed to be acts and omissions of the Airline under the Airline Lease and the Airline shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement."

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

"In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(h) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee

and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(i) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

(ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".

(iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(j) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

(k) Notwithstanding the provisions of Standard Endorsement 21.1 annexed to this Permit, the Port Authority (as well as the Airline and the Manager) shall be named as an additional insured in any policy of liability insurance required by the provisions of this Permit and each such policy of insurance so required shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(l) The policies referred to in Standard Endorsement 21.1 shall provide or contain an endorsement providing that:

(i) the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority, and

(ii) the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Permittee shall be the same as the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person as if the Port Authority were the named insured thereunder,

but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

(m) Without limiting the generality of the provisions of Standard Endorsement 23.1, the Permittee agrees that notwithstanding the sum stated to be the security deposit to be delivered to the Port Authority upon execution of this Permit, the security amount required hereunder shall at all times during the period of permission be an amount equal to at least three (3) months' Guaranteed Rent in cash or bonds (as described in said Standard Endorsement) or at least twelve (12) months' Guaranteed Rent in the form of a clean irrevocable letter of credit satisfactory to the Port Authority and, accordingly, such amount may change from time to time by notice to the Permittee during such period.

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

(g) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, not unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(2) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(3) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to an assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of an payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full,

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faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority, and payable in the Port of New York District in the amount of ~~One Hundred~~ Five Thousand Dollars and No Cents (~~$105,000.00~~). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security hereunder. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made in accordance with the provisions of this Permit. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to constitute a waiver of any default by the Permittee under the terms of this Permit and all remedies of the Port Authority consequent upon such default shall not be affected by the existence of any recourse to any such letter of credit.

(b) The Permittee hereby certifies that its Federal Tax Identification Number is for the purposes of this Special Endorsement.

(c) The Permittee acknowledges and agrees that the Port Authority reserves the right, at its sole discretion, to adjust at any time and from time to time upon fifteen (15) days notice to the Permittee, the security deposit amount as set forth in paragraph (a). Not later than the effective date set forth in said notice the Permittee shall deposit with the Port Authority the new security deposit amount as set forth in and in such form as requested by said notice which new amount (including without limitation an amendment to or a replacement of the letter of credit) shall thereafter constitute the security deposit subject to this Special Endorsement.

13. This Permit is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. The Permittee agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreement. Further, the Permittee agrees to comply with the terms and provisions of Schedule G, attached hereto and hereto made a part hereof.

14. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under this Permit, the Permittee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Permittee recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Permittee shall immediately give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all impending or existing labor-related disruptions and the progress thereof.

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Permittee at the Terminal, or against its operations thereat pursuant to this Permit, which in the opinion of the Port Authority (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(b) Labor peace agreement. The Permittee represents that, prior to or upon entering into this Supplemental Agreement, it has delivered to the Port Authority evidence of a signed labor peace agreement, in the form attached hereto as Exhibit X or, in the event Exhibit X is inapplicable, then a signed officer's certification to such effect in the required form provided by the Port Authority.

(c) Employee Retention. If the Permittee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Space (the "Predecessor Concession"), the Permittee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Permittee at the Space. The foregoing requirement shall be subject to the Permittee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Permitte shall retain such staff as is deemed commercially reasonable on the basis of seniority with the

Predecessor Concession at the Space. The Port Authority shall have the right to demand from the Permittee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision. In the event the Permittee fails to comply with this provision, the Port Authority have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(d) Applicability of Provision. The provisions of this section shall apply to concession operators which employ ten (10) or more persons at the Space.

15. The Expiration Date of this Permit shall be March 30, 2013; provided, however, that if the term of the letting to the Airline under the Airline Lease is extended beyond March 31, 2013, then the period of permission granted under this Permit shall be the earlier of the following: (A) Space No. 49: (i) the day prior to the expiration date of the term of the letting of the Airline Lease, as extended; or (ii) the 5th year 3rd month anniversary of the actual Latest Rent Commencement Date. (B) Space No. 56: (i) the day prior to the expiration date of the term of the letting of the Airline Lease, as extended; or (ii) the 5th year 6th week anniversary of the actual Latest Rent Commencement Date. (C) Space No. 64: (i) the day prior to the expiration date of the term of the letting of the Airline Lease, as extended; or (ii) the 5th year 6th week anniversary of the actual Latest Rent Commencement Date. The Airline shall confirm the actual date of the expiration date in a written letter to the Permittee, a copy of which letter shall be delivered contemporaneously to the Port Authority.

For the Port Authority

Initialed:

For the Permittee

For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

NEWSLINK OF NEWARK, LLC (the "Company") has complied with Board Resolution "All airports -- Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:
DELAWARE NORTH COMPANIES TRAVEL HOSPITALITY SERVICES, INC

BY: _____

DATE: _____

FOR THE UNION:
[Insert Name of Labor Organization]

BY: _____

DATE: _____

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

Delaware North Companies Travel and Hospitality Services (the "Company") has complied with board Resolution "All Airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:

Delaware North Companies Travel and Hospitality Services (Newark Airport)

BY: _____

DATE: 3/31/09

FOR THE UNION:

UNITEHERE! Local 37

BY: _____

DATE: 2/23/09

Stephen Papageorge

SCHEDULE G

Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation

In accordance with regulations of the US Department of Transportation 49 CFR Part 23, the Port Authority has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE) program under which qualified firms may have the opportunity to operate an airport business. The Port Authority has established an ACDBE participation goal, as measured by the total estimated annual gross receipts for the overall concession program. The goal is modified from time to time and posted on the Port Authority's website: www.panynj.gov.

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. The Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint ventures in which ACDBEs control a distinct portion of the joint venture business and/or purchase of goods and services from ACDBEs. In connection with the aforesaid good faith efforts, as to those matters contracted out by the Concessionaire in its performance of this agreement, the Concessionaire shall use, to the maximum extent feasible and consistent with the Concessionaire's exercise of good business judgment including without limit the consideration of cost competitiveness, a good faith effort to meet the Port Authority's goals. Information regarding specific good faith steps can be found in the Port Authority's ACDBE Program located on its above-referenced website. In addition, the Concessionaire shall keep such records as shall enable the Port Authority to comply with its obligations under 49 CFR Part 23 regarding efforts to offer opportunities to ACDBEs.

Qualification as an ACDBE

To qualify as an ACDBE, the firm must meet the definition set forth below and be certified by the New York State or New Jersey Uniform Certification Program (UCP). The New York State UCP directory is available on-line at www.nysucp.net and the New Jersey UCP at www.njucp.net.

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed $47.78 million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of part 23 is $750,000.

The ACDBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Port Authority makes a rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged":

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the Port Authority, as a certifying partner in the New York State and New Jersey UCPs will determine whether the individual is socially or economically disadvantaged under the criteria established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP directories but which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee, the term Concessionaire shall mean the Lessee herein.

GAC

For the Port Authority

Initialed:

MKK

For the Permittee

TE

For the Airline

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

Delaware North Companies Travel and Hospitality Services (the "Company") has complied with board Resolution "All Airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:

Delaware North Companies Travel and Hospitality Services (Newark Airport)

BY: _____

DATE: 3/31/09

FOR THE UNION:

UNITEHERE! Local 37

BY: _____

DATE: 2/23/09

Stephen Papageorge

Form F - Privilege, All Facilities
12/4/73

:For Port Authority Use Only :
: :
: ANB-444 :

AVIATION DEPT
FILE COPY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 Park Avenue South
New York, New York 10003

PRIVILEGE PERMIT

The Port Authority of New York and New Jersey (herein called "the Port Authority") hereby grants to the Permittee hereinafter named the hereinafter described privilege at the Port Authority Facility hereinafter named, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee or fees hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. **FACILITY: Newark Liberty International Airport**
2. **PERMITTEE: GLADCO ENTERPRISES, INC.**, d/b/a Ben & Jerry's , a corporation incorporated under the laws of the State of Pennsylvania.
3. **PERMITTEE'S ADDRESS:** c/o Creative Host Services, Inc.
   16955 Via Del Campo, Suite 110
   San Diego, CA 92127
4. **PERMITTEE'S REPRESENTATIVE:** Louis Coccoli
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** as of September 24, 2003
8. **EXPIRATION DATE:** November 30, 2010 or the 7th anniversary of the Rent Commencement Date, unless sooner revoked as provided in Section 1 of the following Terms and Conditions.
9. **ENDORSEMENTS: 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 21.1, 22, 28, SPECIAL**

Dated: As of September 24, 2003

CONSENTED AND AGREED TO
BY CONTINENTAL AIRLINES, INC.
as of September 24, 2003

By _____

(Title) Holden Shannon President
Vice President
Corporate Real Estate
& Environmental Affairs

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By _____

(Title) FRANCIS A. DIMOLA
ASSISTANT DIRECTOR
AVIATION DEPT.

CONSENTED AND AGREED TO
BY CREATIVE HOST SERVICES, INC.
Guarantor
as of September 24, 2003

By _____ 02/02/04
Syed Ali

(Title) _____ President

GLADCO ENTERPRISES, INC.
Permittee

By _____
Louis Coccoli

(Title) _____ President

APPROVED:
FORM | TERMS

TERMS AND CONDITIONS

1. The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty days' written notice, by the Port Authority or terminated without cause, upon thirty days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four hours' notice if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees. Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

2. The rights granted hereby shall be exercised

(a) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,

(b) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, and employees,

(c) if the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees, or

(d) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees;

and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other person, corporation or legal entity. The Permittee shall not assign or transfer this Permit or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

4. The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the written approval of the Manager of the Facility. The Port Authority shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

6. (a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Permittee in performing or observing any term or provision of this Permit, or out of the operations of the Permittee, its officers, employees or persons who are doing business with the Permittee arising out of or in connection with the activities permitted hereunder, or arising out of the acts or omissions of the Permittee, its officers or employees at the Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

7. The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations hereunder. The Permittee shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

(a) The term "Executive Director" shall mean the person or persons from time to-time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee, it shall mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

(b) The terms "Manager of the Facility" or "General Manager of the Facility" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Manager or General Manager (or temporary or Acting Manager or General Manager) of the Facility for the time being, or his duly designated representative or representatives.

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail-addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

15. The Permittee agrees to be bound by and comply with the provisions of all endorsements annexed to the Permit at the time of issuance.

16. Neither the Commissioners of the Port Authority nor any officer, agent or employee thereof, shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

17. This Permit, including the attached endorsements and exhibits, if any, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof and may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

(a) Use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(b) Not divert or cause or allow to be diverted, any business from the Airport;

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anywise connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

STANDARD ENDORSEMENT NO. 4.1
MERCHANDISE AND/OR SERVICES
All Airports
7/21/49

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

STANDARD ENDORSEMENT NO. 6.1
All Installations
3/28/49

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority/s rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefore at the Airport;

(b) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(c) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

As used in the above subsections "service" shall include furnishing of parts, materials and supplies (including sale thereof).

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Permittee of the promises and obligations contained in this Permit is therefore a special consideration and inducement to the issuance of this Permit by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Permit, the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Endorsement in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons including the United States of America resulting from the Permittee's noncompliance with any of the provisions of this Endorsement and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee.

The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Airport including any Space covered by this Permit, or for the safe and efficient operation of the Airport including any Space covered by this Permit. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five days before the Permittee shall be required to comply therewith.

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

Notwithstanding any other provision of this Permit, the permission hereby granted shall in any event terminate with the expiration or termination of the lease of Newark International Airport from the City of Newark to the Port Authority under the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex on October 30, 1947 in Book E-110 of Deeds at pages 242, et seq. No greater rights and privileges are hereby granted to Permittee than the Port Authority has power to grant under said agreement as supplemented or amended as aforesaid.

"Newark Liberty International Airport" or "Airport" shall mean the land and premises in the County of Essex and State of New Jersey, which are westerly of the right of way of the Central Railroad of New Jersey and are shown upon the exhibit attached to the said agreement between the City and the Port Authority and marked "Exhibit A", as contained within the limits of a line of crosses appearing on said exhibit and designated "Boundary of terminal area in City of Newark", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

The Port Authority has agreed by a provision in its agreement of lease with the City covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City and of it various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

(1) The Permittee in its own name as assured shall secure and pay the premium or premiums for such of the following policies of insurance with respect to which minimum limits are fixed in the schedule below. Each such policy shall be maintained in at least the limit fixed with respect thereto, shall cover the operations of the Permittee under this Permit, and shall be effective throughout the effective period:

SCHEDULE

	Policy	Minimum Limit
(a)	Commercial general liability insurance (to include contractual liability endorsement)	
	(1) Bodily-injury liability:	
	For injury or wrongful death to one person:	$2,000,000.00
	For injury or wrongful death to more than one person in any one occurrence:	$2,000,000.00
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$2,000,000.00
	(3) Products liability:	$ 2,000,000.00
(b)	Automotive liability insurance:	
	(1) Bodily-injury liability	
	For injury or wrongful death to one person:	$
	For injury or wrongful death to more than one person in any one occurrence:	$
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$
(c)	Plate and mirror glass insurance, covering all plate and mirror glass in the premises, and the lettering, signs, or decorations, if any, on such plate and mirror glass:	$
(d)	Boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$
(e)	"Additional Interest" policy of boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$

(2) The Port Authority shall be named as an additional insured in any policy of liability insurance required by this Endorsement, unless the Port Authority shall, at any time during the effective period of this Permit, direct otherwise in writing, in which case the Permittee shall cause the Port Authority not to be so named.

(3) Every policy of insurance on property other than that of the Permittee required by this Endorsement shall name the Port Authority as the owner of property, unless the Space is located in an area as to which the Port Authority is itself a lessee, in which case the Port Authority shall be named as the lessee and the owner shall be named as the owner, and the policy shall be endorsed substantially as follows:

> "Loss, if any, under this policy, as to the interest of the owner and as to the interest of the Port Authority of New York and New Jersey, shall be adjusted solely with the Port Authority, and all proceeds under this policy shall be paid solely to the Port Authority."

(4) The "Additional Interest" policy of boiler and machinery insurance required by this Endorsement shall provide protection under Sections 1 and 2 only of the Insuring Agreements of the form of policy approved for use as of the date hereof by the National Bureau of Casualty Underwriters, New York, New York.

(5) As to any insurance required by this Endorsement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority within ten (10) days after the execution of this Permit. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving ten (10) days' written notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, of if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

(6) Each policy of insurance required by this Endorsement shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters and the New York Fire Insurance Exchange, or if the Permittee's operations hereunder are in New Jersey, the National Board of Fire Underwriters and The Fire Insurance Rating Organization of N.J., and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Endorsement, any fire insurance, extended coverage or rental insurance rate on the Airport or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

The Permittee shall not do or permit to be done any act which

(a) will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereon, or

(b) will increase the rate of any fire insurance, extended coverage or rental insurance on the Airport or any part thereof or upon the contents of any building thereon, or

(c) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or

(d) may cause or produce upon the Airport any unusual, noxious or objectionable smokes, gases, vapors or odors, or

(e) may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Airport, or

(f) shall constitute a nuisance in or on the Airport or which may result in the creation, commission or maintenance of a nuisance in or on the Airport.

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

If any type of strike or other labor activity is directed against the Permittee at the Facility or against any operations pursuant to this Permit resulting in picketing or boycott for a period of at least forty-eight (48) hours which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Facility or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this Permit effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

SPECIAL ENDORSEMENTS

1. (a) By agreement of lease, dated as of January 11, 1985 bearing Port Authority file No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease") the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of September 24, 2003 (hereinafter called the "Sublease"), under which the Permittee has agreed to operate certain consumer services in locations the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate at the Terminal a first-class food and beverage concession facility offering the following: "Ben & Jerry's" ice cream and related ice cream products and, as incidental to the primary operation as aforesaid, but not utilizing more than five

percent (5%) of the Space (as defined herein), the sale at retail of proprietary "Ben & Jerry's" logo t-shirts, coffee mugs and ancillary logoed merchandise; and for no other purpose whatsoever.

The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information)), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special

Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being

operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record- keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Annual Exemption Amount" shall mean the sum of Five Hundred Sixty-six Thousand Six Hundred and Sixty-six Dollars and Sixty-seven Cents ($566,666.67) as the same may be reduced by the operation of the proration provisions hereof and as the same may be adjusted pursuant to the Sublease. The monthly Exemption Amount shall equal one-twelfth of the Annual Exemption Amount.

(vi) "PA Share" shall mean twenty percent (20%).

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of Eighty-five Thousand Dollars and No Cents ($85,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Seven Thousand Eighty-three Dollars and Thirty- three Cents ($7,083.33), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit. If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the

amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Enplanements, pursuant to the terms of the Sublease.

(ii) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(iii) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, storage premises rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable)) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority an annual percentage rent equivalent to the PA Share of the sum of fifteen percent (15%) of all gross receipts of the Permittee's in excess of the Monthly exemption Amount arising during the effective period of the permission hereunder.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement

Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage stated in paragraph (c) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentage applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentage set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable Monthly Exemption Amount, established for the monthly period, or (B) the applicable percentage set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Annual Exemption Amount, established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable Monthly Exemption Amount, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Annual Exemption Amount, less the total of all percentage rent payments previously made for such annual period. At any time that the Monthly Exemption Amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand.

In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and

annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated Annual Exemption Amount established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority the PA Share of all rent payable under this Permit and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) 90 days following delivery of the Space to the Permittee or

(c) December 1, 2003

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. The Permittee shall be required to make a minimum initial capital investment (excluding furniture, fixtures and equipment) to ready the Space for initial occupancy and operations in an amount equal to Two Hundred Dollars ($200) per square foot. Nothing herein shall reduce the Permittee's obligations to comply with the Port Authority's Tenant Alteration and Application process and the Airline's design specifications and standards, nor reduce any

obligation of the Permittee under the Sublease to maintain, improve or refurbish the Space during the term of the subletting.

5. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

> "Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

> "If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

SPECIAL ENDORSEMENTS

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(e) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) The following clause shall be deemed to have been added to the first sentence of Section 8: "or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier."

(h) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

> "In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(i) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(j) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

(ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".

(iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(k) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

(l) Notwithstanding the provisions of Standard Endorsement 21.1 annexed to this Permit, the Port Authority (as well as the Airline and the Manager) shall be named as an additional insured in any policy of liability insurance required by the provisions of this Permit and each such policy of insurance so required shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(m) The policies referred to in Standard Endorsement 21.1 shall provide or contain an endorsement providing that:

(i) the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority, and

(ii) the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Permittee shall be the same as the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person as if the Port Authority were the named insured thereunder,

but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

(n) Without limiting the generality of the provisions of Standard Endorsement 23.1, the Permittee agrees that notwithstanding the sum stated to be the security deposit to be

delivered to the Port Authority upon execution of this Permit, the security amount required hereunder shall at all times during the period of permission be an amount equal to at least three (3) months' Guaranteed Rent in cash or bonds (as described in said Standard Endorsement) or at least twelve (12) months' Guaranteed Rent in the form of a clean irrevocable letter of credit satisfactory to the Port Authority and, accordingly, such amount may change from time to time by notice to the Permittee during such period.

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall

thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) (i) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(ii) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) Notwithstanding anything to the contrary stated in Section(s) 6.04 and 27.32 of the Sublease, there shall be no abatement of the PA Share of Guaranteed Rent payable under this Permit or the Sublease under the circumstances described in said Sections.

(2) In addition to any and all events of default set forth in Section 19.01 of the Sublease, it is agreed that the revocation, expiration or termination of the franchise agreement or rights between Ben & Jerry's Franchising, Inc. and the Permittee,

made on November 5, 2003, shall constitute an event of default under the Sublease and this Permit.

(3) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to and assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease, inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights

and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of any payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. (a) In addition to the contract of Guaranty required under Special Endorsement No. 13 hereof upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority, and payable in the Port of New York District in the amount of Twenty-one Thousand Dollars and No Cents ($21,000.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of

cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security hereunder. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made in accordance with the provisions of this Permit. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to constitute a waiver of any default by the Permittee under the terms of this Permit and all remedies of the Port Authority consequent upon such default shall not be affected by the existence of any recourse to any such letter of credit.

(b) The Permittee hereby certifies that its Federal Tax Identification Number is . for the purposes of this Special Endorsement.

13. The Permittee shall provide and maintain a full force and effect throughout the effective period of the permission granted under this Permit a contract of absolute and unconditional guaranty of the due and punctual payment of the fees and other monetary obligations under the Sublease to be paid by the Permittee hereunder and of the full, faithful and prompt performance, observance and fulfillment on the part of the Permittee of all the terms, covenant and conditions of the Sublease to be kept, observed, performed and fulfilled. Such contract of Guaranty shall be in the form annexed to this Permit as Exhibit A, shall be executed by Creative Host Services, Inc. a California corporation, in favor of the Port Authority and the Airline and shall constitute part of the security deposit of the Permittee. Creative Host Services, Inc. expressly agrees that with regard to its Guaranty the term "Sublease" shall be deemed also to include this Permit and accordingly, such contract of Guaranty shall be deemed to include a guaranty of the payment and performance obligations of the Permittee under the Sublease as well as the payment and performance obligations of the Permittee under this Permit.

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(c) The Permittee acknowledges and agrees that the Port Authority reserves the right, at its sole discretion, to adjust at any time and from time to time upon fifteen (15) days notice to the Permittee, the security deposit amount as set forth in paragraph (a). Not later than the effective date set forth in said notice the Permittee shall deposit with the Port Authority the new security deposit amount as set forth in and in such form as requested by said notice which new amount (including without limitation an amendment to or a replacement of the letter of credit) shall thereafter constitute the security deposit subject to this Special Endorsement.

For the Port Authority

Initialed:

For the Permittee

For the Airline

For the Guarantor

SPECIAL ENDORSEMENTS

Exhibit A

[Form of Guaranty to be attached]

GUARANTY

THIS GUARANTY ("Guaranty") is made and entered into as of this ___ day of _____, ____, by _____ ("Guarantor"), to and for the benefit of **CONTINENTAL AIRLINES, INC.** ("Landlord") and **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("Authority").

WITNESSETH:

WHEREAS, Landlord and _____ ("Tenant") have entered into that certain sublease dated _____, (the "Sublease"), for the Premises located in Terminal C of Newark International Airport, as more fully described in the Sublease;

WHEREAS, Guarantor will derive financial benefits from Tenant's use and occupancy of the Premises;

WHEREAS, it is a condition precedent to all of the obligations of Landlord pursuant to the Sublease, that Guarantor shall have executed and delivered this Guaranty.

NOW, THEREFORE, in consideration of and as an inducement to the execution of the Sublease by Landlord, and in consideration of the above recitals and other good and valuable consideration paid by Landlord to Guarantor and intending to be legally bound hereby, Guarantor does hereby covenant and agree as follows:

1. Guarantor hereby absolutely, unconditionally and irrevocably guarantees to Landlord and the Authority that Guarantor is and shall be directly and jointly and severally liable to Landlord and the Authority, for the full and prompt payment of all rents, additional rents and any and all other charges payable by Tenant under the Sublease, when due, whether by acceleration or otherwise, and the full, faithful and prompt performance and observance of all the covenants, terms, conditions and agreements of the Sublease to be performed and observed by Tenant, and Guarantor does hereby become surety to Landlord and the Authority, and their respective successors and assigns, for and with respect to all of Tenant's obligations under this Sublease.

2. Guarantor does hereby covenant and agree to and with Landlord and the Authority, that if default shall at any time be made by Tenant, in the payment of any such rents or other sums or charges payable by Tenant under the Sublease or in the performance of any of the covenants, terms, conditions or agreements contained in the Sublease, Guarantor will forthwith pay such rent or other sums or charges to Landlord, and any arrears thereof (including, without limitation, any and all interest or additional charges as provided in the Sublease), and will forthwith faithfully perform and fulfill all of such covenants, terms, conditions and agreements, and will forthwith pay to Landlord and the Authority all damages and all costs and expenses that may arise in consequence of any default by Tenant, under the Sublease (including, without limitation, all attorneys' fees and any and all expenses incurred by Landlord or the Authority or caused by any such default and/or by the enforcement of this Guaranty).

3. This Guaranty is an absolute and unconditional guaranty of payment and of performance and is a surety agreement. Guarantor's liability hereunder is direct and may be enforced immediately without Landlord or the Authority being required to resort to any other right, remedy or security and this Guaranty shall be enforceable immediately against Guarantor, without the necessity for any suit or proceedings on Landlord's part of any kind or nature whatsoever against Tenant, and without the necessity of any notice of non-payment, non-performance or non-

observance or the continuance of any such default or of any notice of acceptance of this Guaranty or of Landlord's or the Authority's intention to act in reliance herein or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no manner be terminated, affected, or impaired by reason of the assertion or the failure to assert by Landlord or the Authority against Tenant, or of any of the rights or remedies reserved to Landlord or the Authority pursuant to the provisions of the Sublease.

4. This Guaranty shall be a continuing Guaranty, and (whether or not Guarantor shall have notice or knowledge of any of the following) the liability and obligation of Guarantor hereunder shall be absolute and unconditional irrespective of: (i) any amendment or modification of, or supplement to, or extension or renewal of the Sublease or any assignment or transfer thereof or sublease of the Premises; (ii) any exercise or non-exercise of any right, power, remedy or privilege under or in respect of the Sublease or this Guaranty or any waiver, consent or approval by Landlord or the Authority with respect to any of the covenants, terms, conditions or agreements contained in the Sublease or any indulgences, forbearances or extensions of time for performance or observance allowed to Tenant from time to time, at any time and for any length of time; (iii) any lack of validity or enforceability of the Sublease or any other agreement or instrument relating thereto; (iv) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition or liquidation or similar proceedings relating to Tenant, or its properties or creditors; (v) any impairment, modification, change, release or limitation of liability or obligation of Tenant under the Sublease (including, but not limited to, any disaffirmance or abandonment by a trustee of Tenant), resulting from the operation of any present or future provision of the United States Bankruptcy Code, as amended, or any other similar federal or state statute, or from the decisions of any court; (vi) any other circumstances which might otherwise constitute a defense available to, or a discharge of, the Tenant in respect of the Sublease or the Guarantor in respect of this Guaranty. This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any rents, additional rents and any and all other charges by Tenant, under the Sublease, or performance and observance of any and all of the covenants, terms, conditions and agreements of the Sublease to be performed and observed by Tenant, under the Sublease are rescinded, cancelled or otherwise must be returned by Landlord upon the insolvency, bankruptcy or reorganization of the Tenant, all as though such payment had not been made and/or performance and observance had not occurred.

5. All of Landlord's and the Authority's rights and remedies under the Sublease and under this Guaranty are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others. No termination of the Sublease or taking or recovering of the premises demised thereby shall deprive Landlord or the Authority of any of its rights and remedies against Guarantor under this Guaranty. This Guaranty shall apply to Tenant's obligations thereunder during the original term thereof in accordance with the original provisions thereof.

6. Guarantor represents and warrants to Landlord that (a) it is duly incorporated, validly existing and in good standing under the laws of the State of Delaware; (b) the making, executing and delivery of this Guaranty does not require any vote or consent of either the Board of Directors or shareholders of Guarantor; and (c) that the officer executing this Guaranty has been duly authorized.

7. As a further inducement to Landlord to make and enter into the Sublease and perform its obligations thereunder, and in consideration thereof, Guarantor covenants and agrees that in any

action or proceeding brought on, under or by virtue of this Guaranty, Guarantor shall and does hereby waive trial by jury. Guarantor agrees to pay Landlord's and the Authority's reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempted collection or in any negotiations relative to the obligations hereby guaranteed or in enforcing this Guaranty against the undersigned, individually, jointly and severally.

8. This Guaranty shall be legally binding upon Guarantor, its successors and assigns and shall inure to the benefit of Landlord and the Authority, and their respective successors and assigns. The word "Tenant" is used herein to include each and every of the persons named above as Tenant, be the same one or more, as well as their permitted heirs, personal representatives, successors and assigns.

9. This Guaranty shall be governed by, and construed in accordance with, the laws of the State of New Jersey.

IN WITNESS WHEREOF, Guarantor, intending to be legally bound hereby, has caused this Guaranty to be executed and delivered by its officer thereunto duly authorized as of the date first written above.

ATTEST: **(Insert Guarantor)**

_____ By_____(SEAL)

Address: _____
_____
_____

Telephone: _____

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ known to me to be the _____ and _____ known to me to be the _____, of _____, the corporation that executed the within Instrument, known to me to be persons who executed the within Instrument, on behalf of the corporation herein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board or directors.

WITNESS my hand and official seal the day and year in this certificate first above written.

_____
Notary Public in and for
said County and State

(SEAL) My Commission Expires_____

THIS SUPPLEMENT SHALL NOT BE BINDING UPON
THE PORT AUTHORITY UNTIL DULY EXECUTED
BY AN EXECUTIVE OFFICER THEREOF AND
DELIVERED TO THE ASSIGNOR AND ASSIGNEE BY AN AUTHORIZED
REPRESENTATIVE OF THE PORT AUTHORITY

FILE COPY

Newark Liberty International Airport
Port Authority Permit No. ANB-444, dated as of September 24, 2003
Supplement No. 1

SUPPLEMENTAL AGREEMENT AND ASSIGNMENT AND ASSUMPTION WITH CONSENT

THIS SUPPLEMENTAL AGREEMENT, dated as of the 2nd day of July 2009, by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (hereinafter called the "Port Authority"), **SSP AMERICA GLADCO, INC.,** f/k/a Gladco Enterprises, Inc., a corporation organized and existing under the laws of the State of Pennsylvania with a principal place of business at 19465 Deerfield Avenue, Suite 105, Lansdowne, Virginia 20176 (hereinafter called the "Assignor"), and **JJ C-1, LIMITED LIABILITY COMPANY,** a limited liability company organized and existing under the laws of the State of New Jersey, having an office and place of business at 1 Penn Plaza, Suite 1514, New York, NY 10119 (hereinafter called the "Assignee"), whose representative is Raj Patel.

WHEREAS, Continental Airlines, Inc. ("Airline") entered into a sublease, dated September 24, 2003 ("Sublease"), with the Assignor, for certain space at Passenger Terminal C ("Terminal") at Newark Liberty International Airport ("Airport"), and SSP America, Inc. (f/k/a Creative Host Services, Inc.) ("Guarantor") guaranteed the payment and performance obligations of the Assignor thereunder; and

WHEREAS, the Port Authority entered into Privilege Permit No. ANB-444, dated as of September 24, 2003 ("Permit"), with the Assignor consenting to the Sublease; and

WHEREAS, Assignor and Assignee entered into an Assignment and Assumption of Sublease, dated as of July 2, 2009, which was consented to in writing by the Airline and by the Guarantor; and

WHEREAS, in connection with the assignment and assumption described in this Supplemental Agreement, a new contract of guaranty has been delivered to the Airline and the Port Authority, as beneficiaries thereof, Healthy Food Concepts, LLC, which entity guaranteed the payment and performance obligations of the Assignee under the Sublease and the Permit, a copy of which guaranty is attached hereto and made a part hereof.

WHEREAS, Assignor and Assignee have requested that the Port Authority consent to the assignment and assumption of the Permit; and

WHEREAS, the Port Authority agrees to consent and the assignment and assumption of the Permit in accordance with the terms and conditions of this Supplemental Agreement; and

WHEREAS, the parties desire to amend the Permit in certain other respects, as hereinbelow set forth, effective as of July 2, 2009;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Assignor and the Assignee hereby agree as follows:

* until the original expiration date of the term of the Permit, as set forth on theface page of the Permit.

1. The Assignor does hereby assign, transfer and set over to the Assignee, and its successors to its and their own proper use, benefit and behoof forever, the Permit, to have and to hold the same unto the Assignee, and its successors, from July 2, 2009, for and during all the rest, residue and remainder of the period of permission under the Permit, subject nevertheless to all the terms, provisions, covenants and conditions therein contained.

2. The Port Authority hereby consents to the foregoing assignment. Notwithstanding anything herein to the contrary, the granting of such consent by the Port Authority shall not be, or be deemed to operate as, a waiver of the requirements for consent (or consents) to each and every subsequent assignment by the Assignee or by any subsequent assignee, nor shall the Assignor be relieved of liability under the terms, provisions and conditions of the Permit by reason of this consent of the Port Authority of one or more other consents to one or more other assignments thereof.

3. The Assignor agrees that this assignment of the Permit and this consent of the Port Authority thereto shall not in any way whatsoever affect or impair the liability of the Assignor to perform all the terms, provisions and conditions, including without limitation thereto the obligation to pay fees, of the Permit on the part of the Permittee thereunder to be performed and that the Assignor shall continue fully liable for the performance of all the terms, provisions, covenants and conditions, including without limitation thereto the obligation to pay fees, on the part of the Permittee thereunder to be performed. The liability of the Assignor as set forth in this paragraph shall remain and continue in full force and effect * ~~as to any and every renewal, modification or extension of the Permit whether in accordance with the terms of the Permit or by a separate or additional document, and notwithstanding any such renewal, modification or extension, whether or not the Assignor has specifically consented to such renewal, modification or extension. The liability of the Assignor hereunder shall in no way be affected by the failure of the Port Authority to obtain the Assignor's consent to any such renewal, modification or extension notwithstanding that the Port Authority has previously obtained such consent with respect to a prior renewal, modification or extension.~~

initials

initials

initials

4. The Assignee does hereby assume the performance of and does hereby agree to perform all the terms, provisions and conditions, including without limitation thereto the obligation to pay fees, contained in the Permit to be performed on the part of the Permittee thereunder as though the Assignee were the original signatory to the Permit. The execution of this instrument by the Port Authority does not constitute a representation by it that the Assignor has performed or fulfilled every obligation required by the Permit; as to such matters, the Assignee agrees to rely solely upon the representation of the Assignor.

Co-initials

5. The liability of the Assignor hereunder shall in no way be affected by:

(a) The release or discharge of the Assignee in any creditors', receivership, bankruptcy or other similar proceeding; or

(b) The impairment, limitation or modification of the liability of the Assignee or its estate in bankruptcy, or of any remedy for the enforcement of the Assignee's said liability under the Permit resulting from the operation of any present or future provision of the Bankruptcy Code or any other statute or from the decision of any court having jurisdiction over the Assignee or its estate; or

(c) The rejection or disaffirmance of the Permit in any creditors', receivership, bankruptcy, or other similar proceeding; or

(d) Any disability or any defense of the Assignee.

6. As an inducement and as consideration for the Port Authority to enter into this Supplemental Agreement, the Assignor and/or the Assignee shall pay to the Port Authority a fee in immediately available funds equal to Five Hundred Dollars and No Cents ($500.00) upon delivery to the Port Authority of this Supplemental Agreement (or counterparts thereof) executed by both the Assignor and Assignee.

7. The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement or any management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23. The Permittee agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreement. Further, the Permittee agrees to comply with the terms and provisions of Schedule G, attached hereto and hereto made a part hereof.

8. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under this Permit, the Permittee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Permittee recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Permittee shall immediately give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all impending or existing labor-related disruptions and the progress thereof.

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Permittee at the Terminal, or against its operations thereat pursuant to this Permit, which in the opinion of the Port Authority (i) physically interferes with the operation of the Airport, the Terminal or the concession area, or (ii) physically interferes with public access between the concession area and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(b) Labor peace agreement. The Permittee represents that, prior to or upon entering into this Supplemental Agreement, it has delivered to the Port Authority evidence of a signed labor peace agreement, in the form attached hereto as Exhibit X or in the event Exhibit X is inapplicable, then a signed officers certification to such effect on the required form provided by the Port Authority.

(c) Employee Retention. If the Permittee's concession at the concession area is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the concession area (the "Predecessor Concession"), the Permittee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Permittee at the

concession area. The foregoing requirement shall be subject to the Permittee's commercially reasonable determination that fewer employees are required at the Premises than were required by the Predecessor Concession; except, however, that the Permitte shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the concession area. The Port Authority shall have the right to demand from the Permittee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision. In the event the Permittee fails to comply with this provision, the Port Authority have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(d) Applicability of Provision. The provisions of this section shall apply to concession operators which employ ten (10) or more persons at the concession area.

9. In the event that upon conducting an examination and audit as described in this paragraph the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge(s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under the Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority to payment of any late charge(s) or other service charge(s) payable under the provisions of this paragraph with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid hereunder. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under the Permit, including, without limitation, the Port Authority's rights to terminate the Permit; or (ii) any obligations of the Airline under the Permit.

10. In the event the Port Authority exercises its right to revoke or terminate the Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under the Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same).

11. Special Endorsement No. 13 to the Permit shall be amended to increase the required security deposit amount, being provided in the form of a letter of credit, from Twenty-one Thousand Dollars and No Cents ($21,000.00) to the amount of Forty-two Thousand Five Hundred Dollars and No Cents ($42,500.00). The Federal Tax Identification Number of the Assignee is

12. The Permit, and any claim, dispute or controversy arising out of, under or related to the Permit, shall be goverened by, interpreted and construed in accordance with the laws of the State of New York, without regard to choice of law principles.

13. This Supplemental Agreement constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by the Port Authority, Assignor and Assignee.

14. The Assignor and Assignee each represent and warrant that no broker has been concerned in the negotiation of this Supplemental Agreement and that there is no broker who is or may be entitled to be paid a commission in connection therewith. The Assignor and Assignee each shall indemnify and save harmless the Port Authority of and from all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the negotiation or execution of this Agreement, and the Assignor and Assignee shall be jointly and severally liable to the Port Authority in connection therewith.

15. The Assignor and Assignee agree that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Permit or this Supplemental Agreement.

16. In the event that the Permittee shall hold over and continue to use the Space after the expiration, revocation or earlier termination of the Permit, such holding over shall create a month-to-month extension of the Permit, which extension shall be terminable on thirty-days notice.

17. Assignor and Assignee specifically agree that neither of them shall not interpose any claims as counterclaims in any summary proceeding or action for non-payment of rents, fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

18. As hereby amended, all the provisions of the Permit shall be and remain in full force and effect.

19. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee of any of the parties hereto, shall be charged personally by the Assignor, the Assignee or the Port Authority with any liability or held liable to any of them under any term or provision of this Supplemental Agreement, or because of its execution, or because of any breach or attempted or alleged breach thereof.

IN WITNESS WHEREOF, the Port Authority, Assignor and Assignee have caused these presents to be executed as of the date hereinabove set forth.

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By _____
Lysa E. Scully
(Title) Assistant Director
Customer, Concessions & Airport Services

ASSIGNOR:
SSP AMERICA GLADCO, INC.

By _____

Name _____
(Title) _____ President

CONSENTED AND AGREED TO
BY CONTINENTAL AIRLINES, INC.
as of July 2, 2009

By _____
Name Toby Enqvist President
(Title) Staff VP

ASSIGNEE:
JJ C-1, LIMITED LIABILITY COMPANY

By _____

Name RAJ PATEL
(Title) Member/Manager

CONSENTED AND AGREED TO
BY SSP AMERICA, INC., as Guarantor
as of July 2, 2009

By _____

Name _____
(Title) _____ President

APPROVED
FORM | TERMS

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

JJ C-1 Limited Liability Company (the "Company") has complied with Board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:
JJ C-1 LIMITED LIABILITY COMPANY

BY: _____

DATE: 2/2/10

FOR THE UNION:
[Insert Name of Labor Organization]

BY: _____

DATE: _____

SCHEDULE G

Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation

In accordance with regulations of the US Department of Transportation 49 CFR Part 23, the Port Authority has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE) program under which qualified firms may have the opportunity to operate an airport business. The Port Authority has established an ACDBE participation goal, as measured by the total estimated annual gross receipts for the overall concession program. The goal is modified from time to time and posted on the Port Authority's website: www.panynj.gov.

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. The Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint ventures in which ACDBEs control a distinct portion of the joint venture business and/or purchase of goods and services from ACDBEs. In connection with the aforesaid good faith efforts, as to those matters contracted out by the Concessionaire in its performance of this agreement, the Concessionaire shall use, to the maximum extent feasible and consistent with the Concessionaire's exercise of good business judgment including without limit the consideration of cost competitiveness, a good faith effort to meet the Port Authority's goals. Information regarding specific good faith steps can be found in the Port Authority's ACDBE Program located on its above-referenced website. In addition, the Concessionaire shall keep such records as shall enable the Port Authority to comply with its obligations under 49 CFR Part 23 regarding efforts to offer opportunities to ACDBEs.

Qualification as an ACDBE

To qualify as an ACDBE, the firm must meet the definition set forth below and be certified by the New York State or New Jersey Uniform Certification Program (UCP). The New York State UCP directory is available on-line at www.nysucp.net and the New Jersey UCP at www.njucp.net.

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed $47.78 million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of part 23 is $750,000.

The ACDBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Port Authority makes a rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged":

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the Port Authority, as a certifying partner in the New York State and New Jersey UCPs will determine whether the individual is socially or economically disadvantaged under the criteria established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP directories but which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee, the term Concessionaire shall mean the Lessee herein.

GUARANTY

THIS GUARANTY ("Guaranty") is made as of this 1st day of September, 2009, by **HEALTHY FOOD CONCEPTS, LLC**, a New Jersey limited liability company ("Guarantor"), to and for the benefit of **CONTINENTAL AIRLINES, INC.** ("Landlord") and **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("Authority").

WITNESSETH:

WHEREAS, Landlord and SSP America Gladco, Inc. formerly known as Gladco Enterprises, Inc., as Tenant, have entered into that certain sublease dated September 24, 2003 ("Sublease"), for the Premises more commonly known as Space No. 23A located in Terminal C of Newark Liberty International Airport, as more fully described in the Sublease; and

WHEREAS, SSP America Gladco, Inc. desires to assign all of its right, title and interest in and to the Sublease to JJ C-1, LLC, a New Jersey limited liability company, pursuant to the terms of an Assignment and Assumption of Sublease dated as of July 2, 2009 ("Assignment Agreement"), by and between SSP America Gladco, Inc. ("Assignor"), and JJ C-1, LLC ("Assignee"); and

WHEREAS, Assignor and Assignee desire to obtain Landlord's and the Port Authority's consent to the assignment and assumption of the sublease and the terms and provisions of the Assignment Agreement; and

WHEREAS, Assignee is an affiliate of Guarantor and Guarantor will derive financial benefits from Assignee's use and occupancy of the Premises;

WHEREAS, it is a condition precedent to obtaining Landlord's and the Port Authority's consent to the Assignment Agreement that Guarantor shall have executed and delivered this Guaranty;

NOW, THEREFORE, in consideration of and as an inducement to the execution of the Sublease by Landlord, and in consideration of the above recitals and other good and valuable consideration paid by Landlord to Guarantor and intending to be legally bound hereby, Guarantor does hereby covenant and agree as follows:

1. Guarantor hereby absolutely, unconditionally and irrevocably guarantees to Landlord and the Authority that Guarantor is and shall be directly and jointly and severally liable to Landlord and the Authority, for the full and prompt payment of all rents, additional rents and any and all other charges payable by Assignee under the Sublease, when due, whether by acceleration or otherwise, and the full, faithful and prompt performance and observance of all the covenants, terms, conditions and agreements of the Sublease to be performed and observed by Assignee, and Guarantor does hereby become surety to Landlord and the Authority, and their respective successors and assigns, for and with respect to all of Assignee's obligations under this Sublease.

2. Guarantor does hereby covenant and agree to and with Landlord and the Authority, that if default shall at any time be made by Assignee, in the payment of any such rents or other sums or charges payable by Assignee under the Sublease or in the performance of any of the covenants, terms, conditions or agreements contained in the Sublease, Guarantor will forthwith pay such rent or other sums or charges to Landlord, and any arrears thereof (including, without limitation, any and all interest or additional charges as provided in the Sublease), and will forthwith faithfully perform and fulfill all of such covenants, terms, conditions and agreements, and will forthwith pay to Landlord and the Authority all damages and all costs and expenses that may arise in con-

sequence of any default by Assignee, under the Sublease (including, without limitation, all attorneys' fees and any and all expenses incurred by Landlord or the Authority or caused by any such default and/or by the enforcement of this Guaranty).

3. This Guaranty is an absolute and unconditional guaranty of payment and of performance and is a surety agreement. Guarantor's liability hereunder is direct and may be enforced immediately without Landlord or the Authority being required to resort to any other right, remedy or security and this Guaranty shall be enforceable immediately against Guarantor, without the necessity for any suit or proceedings on Landlord's part of any kind or nature whatsoever against Assignee, and without the necessity of any notice of non-payment, non-performance or non-observance or the continuance of any such default or of any notice of acceptance of this Guaranty or of Landlord's or the Authority's intention to act in reliance herein or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no manner be terminated, affected, or impaired by reason of the assertion or the failure to assert by Landlord or the Authority against Assignee, or of any of the rights or remedies reserved to Landlord or the Authority pursuant to the provisions of the Sublease.

4. This Guaranty shall be a continuing Guaranty, and (whether or not Guarantor shall have notice or knowledge of any of the following) the liability and obligation of Guarantor hereunder shall be absolute and unconditional irrespective of: (i) any amendment or modification of, or supplement to, or extension or renewal of the Sublease or any assignment or transfer thereof or sublease of the Premises; (ii) any exercise or non-exercise of any right, power, remedy or privilege under or in respect of the Sublease or this Guaranty or any waiver, consent or approval by Landlord or the Authority with respect to any of the covenants, terms, conditions or agreements contained in the Sublease or any indulgences, forbearances or extensions of time for performance or observance allowed to Assignee from time to time, at any time and for any length of time; (iii) any lack of validity or enforceability of the Sublease or any other agreement or instrument relating thereto; (iv) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition or liquidation or similar proceedings relating to Assignee, or its properties or creditors; (v) any impairment, modification, change, release or limitation of liability or obligation of Assignee under the Sublease (including, but not limited to, any disaffirmance or abandonment by a trustee of Assignee), resulting from the operation of any present or future provision of the United States Bankruptcy Code, as amended, or any other similar federal or state statute, or from the decisions of any court; (vi) any other circumstances which might otherwise constitute a defense available to, or a discharge of, the Assignee in respect of the Sublease or the Guarantor in respect of this Guaranty. This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any rents, additional rents and any and all other charges by Assignee, under the Sublease, or performance and observance of any and all of the covenants, terms, conditions and agreements of the Sublease to be performed and observed by Assignee, under the Sublease are rescinded, cancelled or otherwise must be returned by Landlord upon the insolvency, bankruptcy or reorganization of the Assignee, all as though such payment had not been made and/or performance and observance had not occurred.

5. All of Landlord's and the Authority's rights and remedies under the Sublease and under this Guaranty are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others. No termination of the Sublease or taking or recovering of the premises demised thereby shall deprive Landlord or the Authority of any of its rights and remedies against Guarantor under this

Guaranty. This Guaranty shall apply to Assignee's obligations thereunder during the original term thereof in accordance with the original provisions thereof.

6. Guarantor represents and warrants to Landlord that (a) it is duly formed, validly existing and in good standing under the laws of State of New Jersey; (b) that the execution and delivery of this Guaranty has been duly authorized by the Board of Directors or members of Guarantor; (c) the making of this Guaranty does not require any vote or consent of the members of Guarantor; and (d) that the person executing this Guaranty has been duly authorized to execute the same by its Board of Directors or members.

7. As a further inducement to Landlord to make and enter into the Sublease and perform its obligations thereunder, and in consideration thereof, Guarantor covenants and agrees that in any action or proceeding brought on, under or by virtue of this Guaranty, Guarantor shall and does hereby waive trial by jury. Guarantor agrees to pay Landlord's and the Authority's reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempted collection or in any negotiations relative to the obligations hereby guaranteed or in enforcing this Guaranty against the undersigned, individually, jointly and severally.

8. This Guaranty shall be legally binding upon Guarantor, its successors and assigns and shall inure to the benefit of Landlord and the Authority, and their respective successors and assigns. The word "Assignee" is used herein to include each and every of the persons named above as Assignee, be the same one or more, as well as their permitted heirs, personal representatives, successors and assigns.

9. This Guaranty shall be governed by, and construed in accordance with, the laws of the State of New Jersey.

IN WITNESS WHEREOF, Guarantor, intending to be legally bound hereby, has caused this Guaranty to be executed and delivered by its officer thereunto duly authorized as of the date first written above.

ATTEST:

Alsani

Altaf Isani
8/10/09

HEALTHY FOOD CONCEPTS, LLC

By [signature] (SEAL)

Address: 35 Bennett Road
Metuchen
NJ 07747

Telephone: 973-223-8527

STATE OF NEW JERSEY)
) SS
COUNTY OF MIDDLESEX)

On this 10th day of AUGUST, 2009, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared BEFORE ME known to me to be the _____ and _____ known to me to be the MEMBER, of HEALTHY FOOD CONCEPT, LLC the corporation that executed the within Instrument, known to me to be persons who executed the within Instrument, on behalf of the corporation herein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board or directors.

WITNESS my hand and official seal the day and year in this certificate first above written.

Kabir Popatia
MIDDLESEX COUNTY, NEW JERSEY
Notary Public in and for said County and State

(SEAL) Kabir Popatia My Commission Expires 11/16/2012

Notary Public
Kabir G Popatia
ID # 2366970
State of New Jersey
Commission expires on 11/16/2012

Form F - Privilege, All Facilities
12/4/73

:For Port Authority Use Only :
:
: ANB-396 :

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 Park Avenue South
New York, New York 10003

PRIVILEGE PERMIT

The Port Authority of New York and New Jersey (herein called "the Port Authority") hereby grants to the Permittee hereinafter named the hereinafter described privilege at the Port Authority Facility hereinafter named, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee or fees hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. **FACILITY: Newark Liberty International Airport**
2. **PERMITTEE:** MCDONALD'S CORPORATION, a corporation incorporated under the laws of the State of Delaware.
3. **PERMITTEE'S ADDRESS:** One McDonald's Plaza
   Oak Brook, IL 60523
4. **PERMITTEE'S REPRESENTATIVE:** Mr. William J. O'Connell
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** as of October 31, 2002
8. **EXPIRATION DATE:** October 31, 2010, unless sooner revoked as provided in Section 1 of the following Terms and Conditions.
9. **ENDORSEMENTS: 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 21.1, 22, 23.1, 28, SPECIAL**

Dated: As of October 31, 2002

APPROVED
FORM | TERMS

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) FRANCIS A. DIMOLA
ASSISTANT DIRECTOR
AVIATION DEPT.

CONSENTED AND AGREED TO
BY CONTINENTAL AIRLINES, INC.
as of October 31, 2002

By _____

(Title) Holden Shannon
Vice President
~~Corporate Real Estate~~
& Environmental Affairs

MCDONALD'S CORPORATION
Permittee

By _____
Catherine A. Griffin

(Title) Vice President

TERMS AND CONDITIONS

1. The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty days' written notice, by the Port Authority or terminated without cause, upon thirty days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four hours' notice if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees. Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

2. The rights granted hereby shall be exercised

(a) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,

(b) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, and employees,

(c) if the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees, or

(d) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees;

and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other person, corporation or legal entity. The Permittee shall not assign or transfer this Permit or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

4. The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the written approval of the Manager of the Facility. The Port Authority shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

6. (a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Permittee in performing or observing any term or provision of this Permit, or out of the operations of the Permittee, its officers, employees or persons who are doing business with the Permittee arising out of or in connection with the activities permitted hereunder, or arising out of the acts or omissions of the Permittee, its officers or employees at the Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

7. The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations hereunder. The Permittee shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

(a) The term "Executive Director" shall mean the person or persons from time to-time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee, it shall mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

(b) The terms "Manager of the Facility" or "General Manager of the Facility" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Manager or General Manager (or temporary or Acting Manager or General Manager) of the Facility for the time being, or his duly designated representative or representatives.

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail-addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

15. The Permittee agrees to be bound by and comply with the provisions of all endorsements annexed to the Permit at the time of issuance.

16. Neither the Commissioners of the Port Authority nor any officer, agent or employee thereof, shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

17. This Permit, including the attached endorsements and exhibits, if any, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof and may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

(a) Use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(b) Not divert or cause or allow to be diverted, any business from the Airport;

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anywise connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

STANDARD ENDORSEMENT NO. 4.1
MERCHANDISE AND/OR SERVICES
All Airports
7/21/49

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority/s rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefore at the Airport;

(b) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(c) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

As used in the above subsections "service" shall include furnishing of parts, materials and supplies (including sale thereof).

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Permittee of the promises and obligations contained in this Permit is therefore a special consideration and inducement to the issuance of this Permit by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Permit, the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Endorsement in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons including the United States of America resulting from the Permittee's noncompliance with any of the provisions of this Endorsement and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee.

The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Airport including any Space covered by this Permit, or for the safe and efficient operation of the Airport including any Space covered by this Permit. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five days before the Permittee shall be required to comply therewith.

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

Notwithstanding any other provision of this Permit, the permission hereby granted shall in any event terminate with the expiration or termination of the lease of Newark International Airport from the City of Newark to the Port Authority under the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex on October 30, 1947 in Book E-110 of Deeds at pages 242, et seq. No greater rights and privileges are hereby granted to Permittee than the Port Authority has power to grant under said agreement as supplemented or amended as aforesaid.

"Newark Liberty International Airport" or "Airport" shall mean the land and premises in the County of Essex and State of New Jersey, which are westerly of the right of way of the Central Railroad of New Jersey and are shown upon the exhibit attached to the said agreement between the City and the Port Authority and marked "Exhibit A", as contained within the limits of a line of crosses appearing on said exhibit and designated "Boundary of terminal area in City of Newark", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

The Port Authority has agreed by a provision in its agreement of lease with the City covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City and of it various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

(1) The Permittee in its own name as assured shall secure and pay the premium or premiums for such of the following policies of insurance with respect to which minimum limits are fixed in the schedule below. Each such policy shall be maintained in at least the limit fixed with respect thereto, shall cover the operations of the Permittee under this Permit, and shall be effective throughout the effective period:

SCHEDULE

	Policy	Minimum Limit
(a)	Commercial general liability insurance (to include contractual liability endorsement)	
	(1) Bodily-injury liability:	
	For injury or wrongful death to one person:	$2,000,000.00
	For injury or wrongful death to more than one person in any one occurrence:	$2,000,000.00
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$2,000,000.00
	(3) Products liability:	$ 2,000,000.00
(b)	*Automotive liability insurance:*	
	(1) Bodily-injury liability	
	For injury or wrongful death to one person:	$
	For injury or wrongful death to more than one person in any one occurrence:	$
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$
(c)	Plate and mirror glass insurance, covering all plate and mirror glass in the premises, and the lettering, signs, or decorations, if any, on such plate and mirror glass:	$
(d)	Boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$
(e)	"Additional Interest" policy of boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$

(2) The Port Authority shall be named as an additional insured in any policy of liability insurance required by this Endorsement, unless the Port Authority shall, at any time during the effective period of this Permit, direct otherwise in writing, in which case the Permittee shall cause the Port Authority not to be so named.

STANDARD ENDORSEMENT NO. 21.1 (2 pages)
INSURANCE
All Facilities
3/25/82

(3) Every policy of insurance on property other than that of the Permittee required by this Endorsement shall name the Port Authority as the owner of property, unless the Space is located in an area as to which the Port Authority is itself a lessee, in which case the Port Authority shall be named as the lessee and the owner shall be named as the owner, and the policy shall be endorsed substantially as follows:

> "Loss, if any, under this policy, as to the interest of the owner and as to the interest of the Port Authority of New York and New Jersey, shall be adjusted solely with the Port Authority, and all proceeds under this policy shall be paid solely to the Port Authority."

(4) The "Additional Interest" policy of boiler and machinery insurance required by this Endorsement shall provide protection under Sections 1 and 2 only of the Insuring Agreements of the form of policy approved for use as of the date hereof by the National Bureau of Casualty Underwriters, New York, New York.

(5) As to any insurance required by this Endorsement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority within ten (10) days after the execution of this Permit. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving ten (10) days' written notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, of if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

(6) Each policy of insurance required by this Endorsement shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters and the New York Fire Insurance Exchange, or if the Permittee's operations hereunder are in New Jersey, the National Board of Fire Underwriters and The Fire Insurance Rating Organization of N.J., and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Endorsement, any fire insurance, extended coverage or rental insurance rate on the Airport or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

The Permittee shall not do or permit to be done any act which

(a) will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereon, or

(b) will increase the rate of any fire insurance, extended coverage or rental insurance on the Airport or any part thereof or upon the contents of any building thereon, or

(c) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or

(d) may cause or produce upon the Airport any unusual, noxious or objectionable smokes, gases, vapors or odors, or

(e) may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Airport, or

(f) shall constitute a nuisance in or on the Airport or which may result in the creation, commission or maintenance of a nuisance in or on the Airport.

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

(a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deposit with the Port Authority (and shall keep deposited throughout the effective period of the permission under this Permit) the sum of Three Hundred Twenty Thousand Dollars and No Cents ($320,000.00)
either in cash, or bonds of the United States of America, or of the State of New Jersey, or of the State of New York, or of the Port Authority of New York and New Jersey, having a market value of that amount, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed. Bonds qualifying for deposit hereunder shall be in bearer form but if bonds of that issue were offered only in registered form, then the Permittee may deposit such bonds or bonds in registered form, provided, however, that the Port Authority shall be under no obligation to accept such deposit of a bond in registered form unless such bond has been re-registered in the name of the Port Authority (the expense of such re-registration to be borne by the Permittee) in a manner satisfactory to the Port Authority. The Permittee may request the Port Authority to accept a registered bond in the Permittee's name and if acceptable to the Port Authority the Permittee shall deposit such bond together with an irrevocable bond power (and such other instruments or other documents as the Port Authority may require) in form and substance satisfactory to the Port Authority. In the event the deposit is returned to the Permittee any expenses incurred by the Port Authority in re-registering a bond to the name of the Permittee shall be borne by the Permittee. In addition to any and all other remedies available to it, the Port Authority shall have the right, at its option, at any time and from time to time, with or without notice, to use the deposit or any part thereof in whole or partial satisfaction of any of its claims or demands against the Permittee. There shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of the deposit itself shall cure any default or breach of this Agreement on the part of the Permittee. With respect to any bonds deposited by the Permittee, the Port Authority shall have the right, in order to satisfy any of its claims or demands against the Permittee, to sell the same in whole or in part, at any time, and from time to time, with or without prior notice at public or private sale, all as determined by the Port Authority, together with the right to purchase the same at such sale free of all claims, equities or rights of redemption of the Permittee. The Permittee hereby waives all right to participate therein and all right to prior notice or demand of the amount or amounts of the claims or demands of the Port Authority against the Permittee. The proceeds of every such sale shall be applied by the Port Authority first to the costs and expenses of the sale (including but not limited to advertising or commission expenses) and then to the amounts due the Port Authority from the Permittee. Any balance remaining shall be retained in cash toward bringing the deposit to the sum specified above. In the event that the Port Authority shall at any time or times so use the deposit, or any part thereof, or if bonds shall have been deposited and the market value thereof shall have declined below the above-mentioned amount, the Permittee shall,

on demand of the Port Authority and within two (2) days thereafter, deposit with the Port Authority additional cash or bonds so as to maintain the deposit at all times to the full amount above stated, and such additional deposits shall be subject to all the conditions of this Standard Endorsement. After the expiration or earlier revocation or termination of the effective period of the permission under this Permit, and upon condition that the Permittee shall then be in no wise in default under any part of this Permit, and upon written request therefor by the Permittee, the Port Authority will return the deposit to the Permittee less the amount of any and all unpaid claims and demands (including estimated damages) of the Port Authority by reason of any default or breach by the Permittee of this Permit or any part thereof. The Permittee agrees that it will not assign or encumber the deposit. The Permittee may collect or receive any interest or income earned on bonds and interest paid on cash deposited in interest-bearing bank accounts, less any part thereof or amount which the Port Authority is or may hereafter be entitled or authorized by law to retain or to charge in connection therewith, whether as or in lieu of an administrative expense, or custodial charge, or otherwise; provided, however, that the Port Authority shall not be obligated by this provision to place or to keep cash deposited hereunder in interest-bearing bank accounts.

(b) The Permittee may at any time during the effective period of the permission under this Permit offer to deliver to the Port Authority, as security for all obligations of the Permittee under this Permit, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District, in favor of the Port Authority in the amount of Three Hundred Twenty Thousand Dollars and No Cents ($320,000.00).

The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent satisfactory letter. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by security in accordance with paragraph (a) of this Standard Endorsement or another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security under paragraph (a) of this Standard Endorsement. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made under and in accordance with the provisions of paragraph (a) of this Standard Endorsement. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount.

If any type of strike or other labor activity is directed against the Permittee at the Facility or against any operations pursuant to this Permit resulting in picketing or boycott for a period of at least forty-eight (48) hours which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Facility or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this Permit effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

SPECIAL ENDORSEMENTS

1. (a) By agreement of lease, dated as of January 11, 1985 bearing Port Authority file No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease") the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of October 31, 2002 (hereinafter called the "Sublease"), under which the Permittee has agreed to operate certain consumer services in locations the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate at the Terminal a first-class fast-food concession facility offering the sale of McDonald's branded breakfast, lunch, dinner, snacks, desserts and various

non-alcoholic beverages as are typically sold from time to time in a majority of McDonald's restaurants operating in the greater New York- New Jersey metropolitan area, and for no other purpose whatsoever.

The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information)), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more

than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record- keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Annual Exemption Amounts" or "Annual Exemption Amount" shall mean:

(1) "Annual Exemption Amount-A" shall mean the sum of One Million Three Hundred Thousand Dollars and No Cents ($1,300,000.000);
(2) "Annual Exemption Amount-B" shall mean the sum of One Million Six Hundred Thousand Dollars and No Cents ($1,600,000.000); and
(3) "Annual Exemption Amount-C" shall mean the sum of Two Million Two Hundred Thousand Dollars and No Cents ($2,200,000.00);

as the same may be reduced by the operation of the proration provisions hereof and as the same may be adjusted pursuant to the Sublease. The Monthly Exemption Amount shall equal one-twelfth of the Annual Exemption Amount.

(vi) "PA Share" shall mean twenty percent (20%)

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of Three Hundred Twenty Thousand Dollars and No Cents ($320,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Twenty-six Thousand Six Hundred Sixty-six Dollars and Sixty-seven Cents ($26,666.67), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit. If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Enplanements, pursuant to the terms of the Sublease.

(ii) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(iii) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, storage premises rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable)) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority an annual percentage rent equivalent to the PA Share of the sum of (i) 12% of

all gross receipts of the Permittee up to Annual Exemption Amount-A; (ii) 13% of all gross receipts of the Permittee in excess of Annual Exemption Amount-A and up to Annual Exemption Amount-B; (iii) 15% of all gross receipts of the Permittee in excess of Annual Exemption Amount-B and up to Annual Exemption Amount-C; and (iv) 17% of all gross receipts of the Permittee in excess of Annual Exemption Amount-C, which is in excess of the Guaranteed Rent arising during the effective period of permission hereunder.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage stated in paragraph (c) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentage applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentage set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable Guaranteed Rent, established for the monthly period, or (B) the applicable percentage set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Guaranteed Rent, established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable Guaranteed Rent, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Guaranteed Rent, less the total of all percentage rent payments previously made for such annual period. At any time that the Guaranteed Rent is decreased by proration hereunder so that there is

an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand.

In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated Guaranteed Rent established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority the PA Share of all rent payable under this Permit and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

SPECIAL ENDORSEMENTS

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) one hundred twenty (120) days following delivery of the Space to the Permittee or

(c) November 8, 2002,

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. The Permittee shall be required to make a minimum initial capital investment (excluding furniture, fixtures and equipment) to ready the Space for initial occupancy and operations in an amount equal to Two Hundred Dollars ($200) per square foot. Nothing herein shall reduce the Permittee's obligations to comply with the Port Authority's Tenant Alteration and Application process and the Airline's design specifications and standards, nor reduce any obligation of the Permittee under the Sublease to maintain, improve or refurbish the Space during the term of the subletting.

5. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

"Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Revocation or termination

shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

"If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(e) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) The following clause shall be deemed to have been added to the first sentence of Section 8: "or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier."

SPECIAL ENDORSEMENTS

(h) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

> "In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(i) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(j) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

(ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".

(iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(k) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

(l) Notwithstanding the provisions of Standard Endorsement 21.1 annexed to this Permit, the Port Authority (as well as the Airline and the Manager) shall be named as an

additional insured in any policy of liability insurance required by the provisions of this Permit and each such policy of insurance so required shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(m) The policies referred to in Standard Endorsement 21.1 shall provide or contain an endorsement providing that:

(i) the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority, and

(ii) the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Permittee shall be the same as the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person as if the Port Authority were the named insured thereunder,

but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

(n) Without limiting the generality of the provisions of Standard Endorsement 23.1, the Permittee agrees that notwithstanding the sum stated to be the security deposit to be delivered to the Port Authority upon execution of this Permit, the security amount required hereunder shall at all times during the period of permission be an amount equal to at least three (3) months' Guaranteed Rent in cash or bonds (as described in said Standard Endorsement) or at least twelve (12) months' Guaranteed Rent in the form of a clean irrevocable letter of credit satisfactory to the Port Authority and, accordingly, such amount may change from time to time by notice to the Permittee during such period.

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or

under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that

Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) (i) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(ii) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) In the first sentence of Section 2.07 of the Sublease, the phrase "and Tenant has been given written notice thereof" shall not apply to or be any force or effect as against the Port Authority, which shall be have no obligation under the Sublease (or as a landlord in the event the Sublease is assigned to and assumed by the Port Authority) to give the Tenant written notice of a monetary default. Late penalties due to the Port Authority, if any, shall be in accordance with Standard Endorsement No. 8.0 of this Permit.

(2) The abatement of Guaranteed Rent provided in Section 6.03 of the Sublease shall not apply with respect to the PA Share of such Rental. The abatement of Guaranteed Rent.

(3) The last sentence of Section 19.01(a) of the Sublease shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to and assumed by the Port Authority. The Port Authority shall have no obligation to mitigate damages in the event of a default by Tenant.

(4) The abatement of Rental provided in Section 27.34 of the Sublease shall not apply with respect to the PA Share of such Rental.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of any payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps

to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. (a) The Permittee hereby certifies that its Federal Tax Identification Number is . for the purposes of Standard Endorsement No. 23.1.

(b) The Permittee acknowledges and agrees that the Port Authority reserves the right, at its sole discretion, to adjust at any time and from time to time upon fifteen (15) days notice to the Permittee, the security deposit amount as set forth in paragraph (a) of Standard Endorsement No. 23.1. Not later than the effective date set forth in said notice the Permittee shall deposit with the Port Authority the new security deposit amount as set forth in said notice which new amount shall thereafter constitute the security deposit subject to said Standard Endorsement No. 23.1.

Initialed:

For the Port Authority

For the Permittee

For the Airline

Form F - Privilege, All Facilities

:For Port Authority Use Only :
: ANC-099 :

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 Park Avenue South
New York, New York 10003

PRIVILEGE PERMIT

The Port Authority of New York and New Jersey (herein called the "Port Authority") hereby grants to the Permittee hereinafter named the hereinafter described privilege at the Port Authority Facility hereinafter named, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee or fees hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. **FACILITY:** **Newark Liberty International Airport**

2. **PERMITTEE:** **NEWARK CURRENCY SERVICES**, a joint venture comprised of **TRAVELEX AMERICA, INC**, a Delaware corporation and **CLS MANAGEMENT SERVICES, INC.**, a Virginia corporation (such joint venture and corporations acting jointly and severally hereunder and collectively referred to herein as the "Permittee")
d/b/a Travelex Worldwide Money Currency Exchange

3. **PERMITTEE'S ADDRESS:** Travelex America, Inc., 1305 Franklin Avenue, Suite 100, Garden City, NY 11530

   CLS Management Services, Inc., 4212 Ferry Landing Road, Alexandria, Virginia 22309

   Newark Currency Services, c/o Travelex America, Inc., 1305 Franklin Avenue, Suite 100, Garden City, NY 11530

4. **PERMITTEE'S REPRESENTATIVE.** Susan Druckman

5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit

6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit

7. **EFFECTIVE DATE:** October 12, 2009

8. **EXPIRATION DATE:** (a)Spaces 117, 87A, 110A and B52, being the areas located in Terminal C Concourse C-3, the later of October 27, 2014 and the day preceding the fifth anniversary of the applicable Rent Commencement Date for such spaces; and
(b) Spaces 26 and C-216, being the areas located in Terminal C Concourse C-1 and C-2, March 30, 2013, subject to Special Endorsement No. 16 of the Permit The foregoing Expiration Date, as applicable, shall apply unless sooner revoked as provided in Section 1 of the following Terms and Conditions.

9 ENDORSEMENTS: 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 21.1, 22, 28 and Exhibit A, Exhibit X, Schedule G, and Specials

Dated As of October 12, 2009

Consented and Agreed to by
CONTINENTAL AIRLINES, INC
As of June 27, 2008

By Kate Gebo

Print Name Kate Gebo

(Title) Vice President

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By Ronald DeRose

(Title) Asst. Director, CCPS

NEWARK CURRENCY SERVICES
Permittee

By Travelex America, Inc., a joint venturer
By
Print Name
(Title)

By CLS Management Services, Inc., a joint venturer
By Cynthia L. Shufflett
Print Name Cynthia L. Shufflett
(Title) President

TRAVELEX AMERICA, INC.
Permittee

By
Print Name
(Title)

CLS MANAGEMENT SERVICES, INC
Permittee

By Cynthia L. Shufflett
Print Name Cynthia L. Shufflett
(Title) President

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:
SD	MG

OTC

MLG/NEI

TERMS AND CONDITIONS

1. The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty days' written notice, by the Port Authority or terminated without cause, upon thirty days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four hours' notice if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same).Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

2. The rights granted hereby shall be exercised

(a) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,

(b) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, and employees.

(c) if the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees, or

(d) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees;

and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other person, corporation or legal entity. The Permittee shall not assign or transfer this Permit or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

4. The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the written approval of the Manager of the Facility. The Port Authority shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

6. (a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Permittee in performing or observing any term or provision of this Permit, or out of the operations of the Permittee, its officers, employees or persons who are doing business with the Permittee arising out of or in connection with the activities permitted hereunder, or arising out of the acts or omissions of the Permittee, its officers or employees at the

Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

7. The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations hereunder. The Permittee shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

(a) The term "Executive Director" shall mean the person or persons from time to-time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee, it shall mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

(b) The terms "Manager of the Facility" or "General Manager of the Facility" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Manager or General Manager (or temporary or Acting Manager or General Manager) of the Facility for the time being, or his duly designated representative or representatives.

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail or certified mail addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most

recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

15. The Permittee agrees to be bound by and comply with the provisions of all endorsements annexed to this Permit at the time of issuance.

16. No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

17. This Permit, including the attached endorsements and exhibits, if any, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof and may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

18. The Permittee hereby waives its right to trial by jury in any action that may hereafter be instituted by the Port Authority against the Permittee in respect of the permission granted hereunder and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

19. Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Permittee shall continue to perform the privilege granted under this Permit, after the expiration, revocation or termination of the effective period of the permission granted under this Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination, and ending on the date that the Permittee shall cease to perform the privilege at the Airport under the Permit, equal to twice the sum of the monthly fee under the Permit. Nothing

herein contained shall give, or be deemed to give, the Permittee any right to continue to perform the privilege granted under this Permit at the Airport after the expiration, revocation or termination of the effective period of the permission granted under the Permit. The Permittee acknowledges that the failure of the Permittee to cease to perform the privilege at the Airport from and after the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss. The Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed, or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefor at the Airport;

(b) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(c) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

As used in the above subsections "service" shall include furnishing of parts, materials and supplies (including sale thereof).

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Permittee of the promises and obligations contained in this Permit is therefore a special consideration and inducement to the issuance of this Permit by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Permit, the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Endorsement in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons, including the United States of America, resulting from the Permittee's noncompliance with any of the provisions of this Endorsement, and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee.

The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

(a) Use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(b) Not divert or cause or allow to be diverted, any business from the Airport;

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anyway connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month,

Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

4. Effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event that upon conducting an examination and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Airport, including any Space covered by this Permit, or for the safe and efficient operation of the Airport, including any Space covered by this Permit. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five (5) days before the Permittee shall be required to comply therewith.

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

Notwithstanding any other provision of this Permit, the permission hereby granted shall in any event terminate with the expiration or termination of the lease of Newark Liberty International Airport from the City of Newark to the Port Authority under the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex on October 30, 1947 in Book E-110 of Deeds at pages 242, et seq. No greater rights and privileges are hereby granted to Permittee than the Port Authority has power to grant under said agreement as supplemented or amended as aforesaid.

"Newark Liberty International Airport" or "Airport" shall mean the land and premises in the County of Essex and State of New Jersey, which are westerly of the right of way of the Central Railroad of New Jersey and are shown upon the exhibit attached to the said agreement between the City and the Port Authority and marked "Exhibit A", as contained within the limits of a line of crosses appearing on said exhibit and designated "Boundary of terminal area in City of Newark", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

The Port Authority has agreed by a provision in its agreement of lease with the City covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City and of it various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

(a) The Permittee named in the permit to which this Insurance Schedule is attached and of which it constitutes an integral part (the "Permit"), in its own name as insured and including the Port Authority as an additional insured, shall maintain and pay the premiums during the effective period of the Permit on a policy or policies of Commercial General Liability Insurance, including premises-operations and products-completed operations and covering bodily-injury liability, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limit set forth below:

SCHEDULE

Policy	Minimum Limit
Commercial general liability insurance (to include contractual liability endorsement)	

In the event the Permittee maintains the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured, except for the Workers' Compensation and Employers Liability Insurance policies, to the full extent of all such insurance in accordance with all terms and provisions of the Permit, including without limitation this Insurance Schedule.

(b) Each policy of insurance, except for the Workers' Compensation and Employers Liability Insurance policies, shall also contain an ISO standard "separation of insureds" clause or a cross liability endorsement providing that the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority and any claim or action against the Port Authority by the Permittee, as if the Port Authority were the named insured thereunder, but such clause or endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured. Each policy of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Permittee under Section 7 of the Terms and Conditions of the Permit.

(c) All insurance coverages and policies required under this Insurance Schedule may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the period of permission under the Permit. The Port Authority may, at any such time, require additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required and the Permittee shall promptly comply therewith.

(d) Each policy must be specifically endorsed to provide that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each policy shall contain a provision or endorsement that the insurer "shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any

defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority." The foregoing provisions or endorsements shall be recited in each policy or certificate to be delivered pursuant to the following paragraph (e).

(e) A certified copy of each policy or a certificate or certificates of insurance evidencing the existence thereof, or binders, shall be delivered to the Port Authority upon execution and delivery of the Permit by the Permittee to the Port Authority. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate of insurance. Any renewal policy shall be evidenced by a renewal certificate of insurance delivered to the Port Authority at least thirty (30) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the Permit. The aforesaid insurance shall be written by a company or companies approved by the Port Authority. If at any time any insurance policy shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policy shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each policy shall be delivered to or made available for inspection by the Port Authority.

(f) The foregoing insurance requirements shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Permittee under the Permit. The foregoing insurance requirements shall not constitute a representation or warranty as to the adequacy of the required coverage to protect the Permittee with respect to the obligations imposed on the Permittee by the Permit or any other agreement or by law.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters and the New York Fire Insurance Exchange, or if the Permittee's operations hereunder are in New Jersey, the National Board of Fire Underwriters and The Fire Insurance Rating Organization of N.J., and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Endorsement, any fire insurance, extended coverage or rental insurance rate on the Airport or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

The Permittee shall not do or permit to be done any act which

(a) will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereon, or

(b) will increase the rate of any fire insurance, extended coverage or rental insurance on the Airport or any part thereof or upon the contents of any building thereon, or

(c) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or

(d) may cause or produce upon the Airport any unusual, noxious or objectionable smokes, gases, vapors or odors, or

(e) may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Airport, or

(f) shall constitute a nuisance in or on the Airport or which may result in the creation, commission or maintenance of a nuisance in or on the Airport.

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

If any type of strike or other labor activity is directed against the Permittee at the Facility or against any operations pursuant to this Permit resulting in picketing or boycott for a period of at least forty-eight (48) hours, which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Facility or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this Permit, effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

Special Endorsements

1. (a) By agreement of lease, dated as of January 11, 1985 bearing Port Authority file No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease") the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of October 12, 2009 (hereinafter, called the "Sublease"), under which the Permittee has agreed to operate certain consumer services in locations the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate three currency exchange service centers, two foreign currency ATMs, one US currency ATM as part of Space B52 and one currency exchange cart. The Permittee shall provide currency exchange services at the Space as follows: foreign currency bank notes and drafts; Cash Passport; domestic money wire service, i.e., Western Union, and foreign wires; travel insurance; cash advances on Visa and MasterCard credit cards; prepaid phone cards through Port Authority approved vendors only; and change-making services for passengers only; and for no other purpose whatsoever other than as set forth above in this paragraph.

(c) The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

(d) The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Annual period" shall mean, as the context requires, the period commencing on the Rent Commencement Date and continuing through the balance of the month in which the Rent Commencement Date occurs, both dates inclusive, and each calendar month thereafter occurring during the effective period of the permission granted hereunder, *provided, however,* that if the Rent Commencement Date occurs on a date other than the first day of a calendar month or the period of permission granted under this Permit expires or is revoked or terminated on a date other than the last day of a calendar month, the MAG payable for the part of the month during which the permission is in effect shall be computed by prorating the monthly MAG on a daily basis, using the exact number of days in the month involved.

(ii) "Minimum Annual Guaranty" or "MAG" shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "PA Share" shall mean fifty percent (50%) of the fees payable by the Permittee hereunder.

(iv) "Percentage Fee Amount" shall have the meaning ascribed to it in paragraph (c) of this Special Endorsement.

(b) (i) The Permittee shall pay to the Port Authority the PA Share of the MAG at the rate of Two Million Nine Hundred Twenty-five Thousand Dollars and No Cents ($2,925,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Two Hundred Forty-three Thousand Seven Hundred Fifty Dollars and No Cents ($243,750.00), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit.

(ii) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable PA Share of the MAG payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of the PA Share of the MAG prorated on a daily basis, using the actual number of days in the subject calendar month.

(c) Percentage Fee:

During the period commencing on the Rent Commencement Date and continuing throughout the balance of the period of the permission granted under the Permit, the Permittee shall pay directly to the Port Authority the Percentage Fee Amount equivalent to the PA Share of an amount equal to the excess over the MAG of the following gross receipts of the Permittee arising during each Annual Period:

(1) 7.85% of all foreign currency exchange transactions arising during each Annual Period from its operations in connection with its currency exchange services up to and including $25,000,000.00; and

(2) 8.25% of all foreign currency exchange transactions arising during each Annual Period from its operations in connection with its currency exchange services in excess of $25,000,000.01; and

(3) 50% of all gross receipts derived from ATM surcharges; and

(4) 25% of the gross receipts derived from all services and transactions other than those described in (1) through (3), above.

The computation of percentage fees for each annual period, or a portion of an annual period, as herein above defined, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period.

(d) The Permittee shall pay percentage fees as follows: on the 20th day of the first month following the Rent Commencement Date and on the 20th day of each and every

month thereafter including the month following the end of each annual period, the Permittee shall render to the Port Authority a sworn statement showing its gross receipts for the preceding month and showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month, whenever such statement shall show that the sum of the percentages stated above applied to the cumulative gross receipts of the Permittee is in excess of the Minimum Annual Guaranty amount, the Permittee shall pay at the time of rendering the statement an amount equal to the PA Share of such excess and the Permittee shall thereafter on the 20th day of each month during that annual period and on the 20th day of the month following the end during such annual period pay an amount equal to the said percentages applied to the gross receipts during each subsequent month of that annual period.

(e) Upon any termination or revocation of the period of the permission granted hereunder (even if stated to have the same effect as expiration), the Permittee shall within twenty (20) days after the effective date of such termination, make a payment of fees computed as follows: first, if the period of the permission hereunder is terminated or revoked effective on a date other than the last day of a month the MAG for the portion of the month in which the period of the permission remains effective shall be the amount of the applicable monthly installment of the MAG prorated on a daily basis, and if the monthly installment due on the first day of that month has not been paid the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess shall be credited to the Permittee's obligations; second, the Permittee shall within twenty (20) days after the effective date of termination or revocation, render to the Port Authority a sworn statement separately showing all its gross receipts for the monthly period in which the effective date of termination or revocation happens to fall and the cumulative gross receipts for such annual period, third, the payment then due on account of the Percentage Fee Amount for the annual period in which the effective date of termination or revocation happens to fall shall be the excess over the prorated Minimum Annual Guaranty amount of the percentages stated in subparagraph (c) above applied to all the gross receipts arising during such annual period; said Minimum Annual Guaranty amount being prorated by multiplying the same by a fraction, the numerator of which shall be the number of days from the commencement of the annual period through the effective date of termination or revocation and the denominator of which shall be 365, less any Percentage Fee Amount payments previously made for such annual period.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in any portion of the Space, or

(b) October 27, 2009

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the

Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. The Permittee shall be required to make a minimum initial capital investment (excluding furniture, fixtures and equipment) to ready the Space for initial occupancy and operations in an amount equal to Two Hundred Dollars ($200) per square foot. Nothing herein shall reduce the Permittee's obligations to comply with the Port Authority's Tenant Alteration and Application process and the Airline's design specifications and standards, nor reduce any obligation of the Permittee under the Sublease to maintain, improve or refurbish the Space during the term of the subletting.

5. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

> "Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination. In the event the Port Authority exercises it right to revoke this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation, including without limitation any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Permit including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Permit."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

> "If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(e) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

> "In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(h) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

Special Endorsements

(i) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

(ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".

(iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(j) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

(k) Notwithstanding the provisions of Standard Endorsement 21.1 annexed to this Permit, the Port Authority (as well as the Airline and the Manager) shall be named as an additional insured in any policy of liability insurance required by the provisions of this Permit and each such policy of insurance so required shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(l) The policies referred to in Standard Endorsement 21.1 shall provide or contain an endorsement providing that:

(i) the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority, and

(ii) the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Permittee shall be the same as the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person as if the Port Authority were the named insured thereunder,

but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

(m) Without limiting the generality of the provisions of Standard Endorsement 23.1, the Permittee agrees that notwithstanding the sum stated to be the security deposit to be

delivered to the Port Authority upon execution of this Permit, the security amount required hereunder shall at all times during the period of permission be an amount equal to at least three (3) months' Guaranteed Rent in cash or bonds (as described in said Standard Endorsement) or at least twelve (12) months' Guaranteed Rent in the form of a clean irrevocable letter of credit satisfactory to the Port Authority and, accordingly, such amount may change from time to time by notice to the Permittee during such period.

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (c) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (ii).

(g) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) Notwithstanding anything to the contrary stated in Section(s) 2.08 of the Sublease, there shall be no abatement of the PA Share of rent payable under this Permit or the Sublease under the circumstances described in Section(s) 2.08.

Special Endorsements

(2) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, not unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(3) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(4) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to an assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of an payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11 The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines

by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority , and payable in the Port of New York District in the amount of Four Hundred Eighty-seven Thousand Five Hundred Dollars and No Cents ($487,500.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to waiver of any default by the Permittee under the terms of this Permit and all remedies of the Permit and of the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit.

Special Endorsements

(b) The Permittee hereby certifies that its Federal Tax Identification Number is 13-3173586 for the purposes of this Special Endorsement.

(c) The Permittee acknowledges and agrees that the Port Authority reserves the right, at its sole discretion, to adjust at any time and from time to time upon fifteen (15) days notice to the Permittee, the security deposit amount as set forth in paragraph (a). Not later than the effective date set forth in said notice the Permittee shall deposit with the Port Authority the new security deposit amount as set forth in and in such form as requested by said notice which new amount (including without limitation an amendment to or a replacement of the letter of credit) shall thereafter constitute the security deposit subject to this Special Endorsement.

13. In any instance where the consent of the Port Authority is required to be obtained hereunder in connection with an assignment, sublease or sublicense by the Permittee, the Permittee shall be obligated to pay the Port Authority a consent fee in the amount of Five Hundred Dollars and No Cents ($500.00). Such fee shall be paid contemporaneously with the delivery to the Port Authority of execution copies by the Permittee, and the relevant assignee/sublessee/sublicensee, of the consent agreement provided by the Port Authority for their signature. In the event that more than one Port Authority permit is impacted by the Permittee's proposed transaction, the consent fee shall apply to each and every Port Authority permit.

14. The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement or any management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23. The Permittee agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreement. Further, the Permittee agrees to comply with the terms and provisions of Schedule G, attached hereto and hereto made a part hereof.

15. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under this Permit, the Permittee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Permittee recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Permittee shall immediately give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all impending or existing labor-related disruptions and the progress thereof.

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Permittee at the Terminal, or against its operations thereat pursuant to this Permit, which in the opinion of the Port Authority (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the

health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(b) Labor peace agreement. The Permittee represents that, prior to or upon entering into this Supplemental Agreement, it has delivered to the Port Authority evidence of a signed labor peace agreement, in the form attached hereto as Exhibit X or, in the event Exhibit X is inapplicable, then a signed officer's certification to such effect in the required form provided by the Port Authority.

(c) Employee Retention. If the Permittee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Space (the "Predecessor Concession"), the Permittee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Permittee at the Space. The foregoing requirement shall be subject to the Permittee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Permitte shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space. The Port Authority shall have the right to demand from the Permittee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision. In the event the Permittee fails to comply with this provision, the Port Authority have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(d) Applicability of Provision. The provisions of this section shall apply to concession operators which employ ten (10) or more persons at the Space.

Special Endorsements

16. With respect to the portion of the Space located in Terminal C Concourse C-1 and C-2 the Expiration Date shall be March 30, 2013; provided, however, that if the term of the letting to the Airline under the Airline Lease, with regard to these Concourse C-1 and C-2 Spaces, is extended beyond March 31, 2013, then the period of permission granted under this Permit for these Spaces shall be extended to the earlier of: (a) the day prior to the expiration date of the term of the letting of the Airline Lease, as extended; or (b) the Expiration Date of this Permit applicable to the portion of the Space located in Terminal C Concourse C-3. The Airline shall confirm the actual date of the expiration date in a written letter to the Permittee, a copy of which letter shall be delivered contemporaneously to the Port Authority.

OTK

For the Port Authority

Initialed:

For the Permittee

For the Permittee

KG

For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

Newark Currency Services (the "Company") has complied with Board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:

NEWARK CURRENCY SERVICES

BY: _____

DATE: 12-7-10

FOR THE UNION:

[Insert Name of Labor Organization]

BY: _____

DATE: _____

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

In accordance with regulations of the US Department of Transportation 49 CFR Part 23, the Port Authority has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE) program under which qualified firms may have the opportunity to operate an airport business. The Port Authority has established an ACDBE participation goal, as measured by the total estimated annual gross receipts for the overall concession program. The goal is modified from time to time and posted on the Port Authority's website: www.panynj.gov.

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. The Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint ventures in which ACDBEs control a distinct portion of the joint venture business and/or purchase of goods and services from ACDBEs. In connection with the aforesaid good faith efforts, as to those matters contracted out by the Concessionaire in its performance of this agreement, the Concessionaire shall use, to the maximum extent feasible and consistent with the Concessionaire's exercise of good business judgment including without limit the consideration of cost competitiveness, a good faith effort to meet the Port Authority's goals. Information regarding specific good faith steps can be found in the Port Authority's ACDBE Program located on its above-referenced website. In addition, the Concessionaire shall keep such records as shall enable the Port Authority to comply with its obligations under 49 CFR Part 23 regarding efforts to offer opportunities to ACDBEs.

Qualification as an ACDBE

To qualify as an ACDBE, the firm must meet the definition set forth below and be certified by the New York State or New Jersey Uniform Certification Program (UCP). The New York State UCP directory is available on-line at www.nysucp.net and the New Jersey UCP at www.njucp.net.

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed $47.78 million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of

part 23 is $750,000.

The ACDBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Port Authority makes a rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged":

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the Port Authority, as a certifying partner in the New York State and New Jersey UCPs will determine whether the individual is socially or economically disadvantaged under the criteria established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP directories but

which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee, the term Concessionaire shall mean the Lessee herein.

For the Port Authority

Initialed: For the Permittee

KG

For the Airline

Form F - Privilege, All Facilities

:For Port Authority Use Only :
: ANC-256 :

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 Park Avenue South
New York, New York 10003

PRIVILEGE PERMIT

The Port Authority of New York and New Jersey (herein called the "Port Authority") hereby grants to the Permittee hereinafter named the hereinafter described privilege at the Port Authority Facility hereinafter named, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee or fees hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. **FACILITY: Newark Liberty International Airport**
2. **PERMITTEE:** PROJECT HORIZON, INC., a corporation organized under the laws of the State of Florida
3. **PERMITTEE'S ADDRESS:** 4801 Executive Park Ct, Suite 100
   Jacksonville, Florida 32216
4. **PERMITTEE'S REPRESENTATIVE:** P. Jeremy Smith
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** December 9, 2010
8. **EXPIRATION DATE:** March 30, 2013 or, if the term of the Airline Lease (as defined herein) is extended for Concourses C-1 and C-2, then the earlier of (a) the day prior to the expiration date of the extended term of the Airline Lease covering Concourses C-1 and C-2 or (b) the fifth (5th) year and one (1) month anniversary of the Rent Commencement Date (as herein defined), unless sooner revoked in accordance to the terms and conditions of this Permit.
9. **ENDORSEMENTS:** 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 22, 28, Exhibit X, Schedule G, and Specials

Dated: As of December 9, 2010

Consented and Agreed to by
CONTINENTAL AIRLINES, INC.
as of August 10, 2010

By _____

Print Name Gavin Molloy
(Title) MD-Airport Affairs
12/6/2011

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____
Print Name David Kagan
Assistant Director
(Title) Business. Properties & Airport Development

PROJECT HORIZON, INC.,
Permittee

By _____
Print Name P. Jeremy Smith Jr.
(Title) President

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:

MLG/NEI

TERMS AND CONDITIONS

1. The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty days' written notice, by the Port Authority or terminated without cause, upon thirty days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four hours' notice if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same).Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

2. The rights granted hereby shall be exercised

(a) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,

(b) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, and employees,

(c) if the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees, or

(d) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees;

and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other person, corporation or legal entity. The Permittee shall not assign or transfer this Permit or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

4. The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the written approval of the Manager of the Facility. The Port Authority shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

6. (a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Permittee in performing or observing any term or provision of this Permit, or out of the operations of the Permittee, its officers, employees or persons who are doing business with the Permittee arising out of or in connection with the activities permitted hereunder, or arising out of the acts or omissions of the Permittee, its officers or employees at the

Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

7. The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations hereunder. The Permittee shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

(a) The term "Executive Director" shall mean the person or persons from time to-time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee, it shall mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

(b) The terms "Manager of the Facility" or "General Manager of the Facility" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Manager or General Manager (or temporary or Acting Manager or General Manager) of the Facility for the time being, or his duly designated representative or representatives.

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail or certified mail addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most

recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

15. The Permittee agrees to be bound by and comply with the provisions of all endorsements annexed to this Permit at the time of issuance.

16. No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

17. This Permit, including the attached endorsements and exhibits, if any, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof and may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

18. The Permittee hereby waives its right to trial by jury in any action that may hereafter be instituted by the Port Authority against the Permittee in respect of the permission granted hereunder and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

19. Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Permittee shall continue to perform the privilege granted under this Permit, after the expiration, revocation or termination of the effective period of the permission granted under this Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination, and ending on the date that the Permittee shall cease to perform the privilege at the Airport under the Permit, equal to twice the sum of the monthly fee under the Permit. Nothing

herein contained shall give, or be deemed to give, the Permittee any right to continue to perform the privilege granted under this Permit at the Airport after the expiration, revocation or termination of the effective period of the permission granted under the Permit. The Permittee acknowledges that the failure of the Permittee to cease to perform the privilege at the Airport from and after the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss. The Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

(a) Use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(b) Not divert or cause or allow to be diverted, any business from the Airport;

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anyway connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port

Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

4. Effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event that upon conducting an examination and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefor at the Airport;

(b) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(c) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

As used in the above subsections "service" shall include furnishing of parts, materials and supplies (including sale thereof).

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Permittee of the promises and obligations contained in this Permit is therefore a special consideration and inducement to the issuance of this Permit by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Permit, the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Endorsement in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons, including the United States of America, resulting from the Permittee's noncompliance with any of the provisions of this Endorsement, and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee.

The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Airport, including any Space covered by this Permit, or for the safe and efficient operation of the Airport, including any Space covered by this Permit. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five (5) days before the Permittee shall be required to comply therewith.

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

Notwithstanding any other provision of this Permit, the permission hereby granted shall in any event terminate with the expiration or termination of the lease of Newark Liberty International Airport from the City of Newark to the Port Authority under the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex on October 30, 1947 in Book E-110 of Deeds at pages 242, et seq. No greater rights and privileges are hereby granted to Permittee than the Port Authority has power to grant under said agreement as supplemented or amended as aforesaid.

"Newark Liberty International Airport" or "Airport" shall mean the land and premises in the County of Essex and State of New Jersey, which are westerly of the right of way of the Central Railroad of New Jersey and are shown upon the exhibit attached to the said agreement between the City and the Port Authority and marked "Exhibit A", as contained within the limits of a line of crosses appearing on said exhibit and designated "Boundary of terminal area in City of Newark", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

The Port Authority has agreed by a provision in its agreement of lease with the City covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City and of it various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters and the New York Fire Insurance Exchange, or if the Permittee's operations hereunder are in New Jersey, the National Board of Fire Underwriters and The Fire Insurance Rating Organization of N.J., and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Endorsement, any fire insurance, extended coverage or rental insurance rate on the Airport or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

The Permittee shall not do or permit to be done any act which

(a) will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereon, or

(b) will increase the rate of any fire insurance, extended coverage or rental insurance on the Airport or any part thereof or upon the contents of any building thereon, or

(c) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or

(d) may cause or produce upon the Airport any unusual, noxious or objectionable smokes, gases, vapors or odors, or

(e) may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Airport, or

(f) shall constitute a nuisance in or on the Airport or which may result in the creation, commission or maintenance of a nuisance in or on the Airport.

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

If any type of strike or other labor activity is directed against the Permittee at the Facility or against any operations pursuant to this Permit resulting in picketing or boycott for a period of at least forty-eight (48) hours, which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Facility or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this Permit, effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

Special Endorsements

1. (a) By agreement of lease, dated as of January 11, 1985, bearing Port Authority Lease No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease"), the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of December 9, 2010 (the "Sublease"), under which the Permittee has agreed to operate certain consumer services in a location the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms, the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate a first-class retail concession, at the Terminal, using the trade name "BlackBerry from Wireless Giant", providing for the sale at retail of BlackBerry branded wireless communication devices (including mobile/cellular telephones and devices), BlackBerry branded or Research in Motion, Ltd. (RIM) approved accessories for such devices, along with the approved services of the national or regional wireless communication companies that support such devices, and for no other purpose whatsoever other than as set forth above in this paragraph.

Special Endorsements

(c) The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

(d) The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then

the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefore is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record-keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall

be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Percentage Rent" shall mean, for each annual period, twelve percent (12%) of all gross receipts up to and including Two Million Dollars and No Cents ($2,000,000.00), payable monthly, and fourteen percent (14%) of all gross receipts in excess of Two Million Dollars and No Cents ($2,000,000.00), payable monthly.

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of Two Hundred Thousand Dollars and No Cents ($200,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Sixteen Thousand Six Hundred Sixty-six Dollars and Sixty-seven Cents ($16,666.67), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit.

(ii) If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Emplacements, pursuant to the terms of the Sublease.

(v) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(vi) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, storage premises rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority a monthly percentage rent, calculated in accordance with paragraph (e) of this Special Endorsement.

Special Endorsements

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority a monthly percentage rent, calculated in accordance with paragraph (e) of this Special Endorsement.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage(s) stated in paragraph (a) (v) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentages applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentage(s) set forth in paragraph (a) (v) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable monthly installment of Guaranteed Rent, established for the monthly period, or (B) the applicable percentages set forth in paragraph (a) (v) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Guaranteed Rent established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable monthly installment of Guaranteed Rent, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Guaranteed Rent, less the total of all percentage rent payments previously made for such annual period. At any time that the amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent

shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated annual Guaranteed Rent established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) February 21, 2011,

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

Special Endorsements

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

"Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination. In the event the Port Authority exercises it right to revoke this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation, including without limitation any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Permit including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Permit."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

> "If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

Special Endorsements

(e) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

> "In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(h) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(i) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

> (ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".
>
> (iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(j) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

Special Endorsements

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

5. The Permittee in its own name as insured and including the Port Authority as an additional insured, shall maintain and pay the premiums during the effective period of the Permit on a policy or policies of Commercial General Liability Insurance, including premises-operations and products-completed operations and covering bodily-injury liability, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limit set forth below:

	Minimum Limits
Commercial General Liability Insurance	
Combined single limit per occurrence for death, bodily injury and property damage liability:	$2,000,000.00

In the event the Permittee maintains the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured, except for the Workers' Compensation and Employers Liability Insurance policies, to the full extent of all such insurance in accordance with all terms and provisions of the Permit, including without limitation this Insurance Schedule.

(b) Each policy of insurance, except for the Workers' Compensation and Employers Liability Insurance policies, shall also contain an ISO standard "separation of insureds" clause or a cross liability endorsement providing that the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority and any claim or action against the Port Authority by the Permittee, as if the Port Authority were the named insured thereunder, but such clause or endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured. Each policy of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Permittee under Section 7 of the Terms and Conditions of the Permit.

(c) All insurance coverages and policies required under this Insurance Schedule may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the period of permission under the Permit. The Port Authority may, at any such time, require additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required and the Permittee shall promptly comply therewith.

(d) Each policy must be specifically endorsed to provide that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each policy shall contain a provision or endorsement that the insurer "shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or

the provisions of any statutes respecting suits against the Port Authority." The foregoing provisions or endorsements shall be recited in each policy or certificate to be delivered pursuant to the following paragraph (e).

(e) A certified copy of each policy or a certificate or certificates of insurance evidencing the existence thereof, or binders, shall be delivered to the Port Authority upon execution and delivery of the Permit by the Permittee to the Port Authority. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate of insurance. Any renewal policy shall be evidenced by a renewal certificate of insurance delivered to the Port Authority at least thirty (30) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the Permit. The aforesaid insurance shall be written by a company or companies approved by the Port Authority. If at any time any insurance policy shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policy shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each policy shall be delivered to or made available for inspection by the Port Authority.

(f) The foregoing insurance requirements shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Permittee under the Permit. The foregoing insurance requirements shall not constitute a representation or warranty as to the adequacy of the required coverage to protect the Permittee with respect to the obligations imposed on the Permittee by the Permit or any other agreement or by law.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth

therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease; provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by

the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

(g) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) Notwithstanding anything to the contrary stated in Section(s) 2.08 of the Sublease, there shall be no abatement of the PA Share of rent payable under this Permit or the Sublease under the circumstances described in Section(s) 2.08.

(2) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, not unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(3) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(4) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to an assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

Special Endorsements

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of an payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority , and payable in the Port of New York District in the amount of Thirty-three Thousand Five Hundred Dollars and No Cents ($33,500.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made. The Permittee shall have the same rights to receive such deposit during the

existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to waiver of any default by the Permittee under the terms of this Permit and all remedies of the Permit and of the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit

(b) The Permittee hereby certifies that its Federal Tax Identification Number is for the purposes of this Special Endorsement.

(c) The Permittee acknowledges and agrees that the Port Authority reserves the right, at its sole discretion, to adjust at any time and from time to time upon fifteen (15) days notice to the Permittee, the security deposit amount as set forth in paragraph (a). Not later than the effective date set forth in said notice the Permittee shall deposit with the Port Authority the new security deposit amount as set forth in and in such form as requested by said notice which new amount (including without limitation an amendment to or a replacement of the letter of credit) shall thereafter constitute the security deposit subject to this Special Endorsement.

13. The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement or any management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23. The Permittee agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreement. Further, the Permittee agrees to comply with the terms and provisions of Schedule G, attached hereto and hereto made a part hereof.

14. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under this Permit, the Permittee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Permittee recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Permittee shall immediately give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all impending or existing labor-related disruptions and the progress thereof.

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Permittee at the Terminal, or against its operations thereat pursuant to this Permit, which in the opinion of the Port Authority (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the

health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(b) Labor peace agreement. The Permittee represents that, prior to or upon entering into this Supplemental Agreement, it has delivered to the Port Authority evidence of a signed labor peace agreement, in the form attached hereto as Exhibit X or, in the event Exhibit X is inapplicable, then a signed officer's certification to such effect in the required form provided by the Port Authority.

(c) Employee Retention. If the Permittee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Space (the "Predecessor Concession"), the Permittee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Permittee at the Space. The foregoing requirement shall be subject to the Permittee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Permitte shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space. The Port Authority shall have the right to demand from the Permittee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision. In the event the Permittee fails to comply with this provision, the Port Authority have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(d) Applicability of Provision. The provisions of this section shall apply to concession operators which employ ten (10) or more persons at the Space.

Special Endorsements

15. In the event that upon conducting an examination and audit the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge(s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority to payment of any late charge(s) or other service charge(s) payable under the provisions of this paragraph with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid hereunder. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to terminate this Permit; or (ii) any obligations of the Airline under this Permit.

For the Port Authority

Initialed:

For the Permittee

For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

Project Horizon, Inc. (the "Company") has complied with Board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:	FOR THE UNION:
PROJECT HORIZON, INC.	[Insert Name of Labor Organization]
BY:_____	BY:_____
DATE:_____	DATE:_____

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

In accordance with regulations of the US Department of Transportation 49 CFR Part 23, the Port Authority has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE) program under which qualified firms may have the opportunity to operate an airport business. The Port Authority has established an ACDBE participation goal, as measured by the total estimated annual gross receipts for the overall concession program. The goal is modified from time to time and posted on the Port Authority's website: www.panynj.gov.

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. The Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint ventures in which ACDBEs control a distinct portion of the joint venture business and/or purchase of goods and services from ACDBEs. In connection with the aforesaid good faith efforts, as to those matters contracted out by the Concessionaire in its performance of this agreement, the Concessionaire shall use, to the maximum extent feasible and consistent with the Concessionaire's exercise of good business judgment including without limit the consideration of cost competitiveness, a good faith effort to meet the Port Authority's goals. Information regarding specific good faith steps can be found in the Port Authority's ACDBE Program located on its above-referenced website. In addition, the Concessionaire shall keep such records as shall enable the Port Authority to comply with its obligations under 49 CFR Part 23 regarding efforts to offer opportunities to ACDBEs.

Qualification as an ACDBE

To qualify as an ACDBE, the firm must meet the definition set forth below and be certified by the New York State or New Jersey Uniform Certification Program (UCP). The New York State UCP directory is available on-line at www.nysucp.net and the New Jersey UCP at www.njucp.net.

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed $47.78 million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of

part 23 is $750,000.

The ACDBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Port Authority makes a rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged":

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the Port Authority, as a certifying partner in the New York State and New Jersey UCPs will determine whether the individual is socially or economically disadvantaged under the criteria established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

1. Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP

directories but which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee, the term Concessionaire shall mean the Lessee herein. In the event the signatory to this agreement is a Sublessee of a Port Authority Lessee, the term Concessionaire shall mean the Sublessee herein.

For the Port Authority

Initialed:

For the Permittee

For the Airline

PROJECT HORIZON, INC.
t/a INMOTION ENTERTAINMENT
4801 Executive Park Court
Suite 100
Jacksonville, Florida 32216

The Port Authority of New York and New Jersey
225 Park Avenue South
New York, New York 10003
Attn: Director of Aviation

To whom it may concern:

Reference is made to a permit ("Permit"), dated as of December 9, 2010, between The Port Authority of New York and New Jersey ("Port Authority") and this company ("Permittee") for concession space at Terminal C at Newark Liberty International Airport ("Airport"). This letter is being provided in connection with the Permit and is accurate as of the date of the Permittee's execution of the Permit.

The undersigned is an officer of the Permittee and certifies to The Port Authority under penalty of perjury as follows. Because Permittee does not employ ten (10) or more persons at the Space, as defined in the Permit, the Permittee has not, and is not obligated to, enter into a labor peace agreement as contemplated by Exhibit X to the Permit and by the resolution of The Port Authority's Board of Commissioners, entitled "All Airports – Labor Harmony Policy", passed October 18, 2007.

Very truly yours,

PROJECT HORIZON, INC. d/b/a
INMOTION ENTERTAINMENT

By: _____
P. Jeremy Smith, Jr., President

Form F - Privilege, All Facilities

:For Port Authority Use Only :
: ANB-630 :

AVIATION DEPT.
FILE COPY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 Park Avenue South
New York, New York 10003

PRIVILEGE PERMIT

The Port Authority of New York and New Jersey (herein called the "Port Authority") hereby grants to the Permittee hereinafter named the hereinafter described privilege at the Port Authority Facility hereinafter named, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee or fees hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. **FACILITY: Newark Liberty International Airport**
2. **PERMITTEE:** COSMIC DESIGNS & CRAFTS, INC., d/b/a/ The Collection, a corporation organized under the laws of the State of New Jersey
3. **PERMITTEE'S ADDRESS:** 236 South Eighth Avenue
   Highland Park, New Jersey 08904
4. **PERMITTEE'S REPRESENTATIVE:** Mr. Sanjeev Chadha
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** August 5, 2005
8. **EXPIRATION DATE:** February 28, 2011, unless sooner revoked as provided in Section 1 of the following Terms and Conditions.
9. **ENDORSEMENTS: 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 21.1, 23.1, 28 and SPECIAL**

Dated: As of August 5, 2005

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) Asst. Director, CCAS

Consented and Agreed to by
CONTINENTAL AIRLINES, INC.
as of August 5, 2005

By _____

(Title) Staff VP President

COSMIC DESIGNS & CRAFTS, INC.
Permittee

By: _____

Print Name: SANJEEV CHADHA

Title: President

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:
SB	

MG/dmt

TERMS AND CONDITIONS

1. The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty days' written notice, by the Port Authority or terminated without cause, upon thirty days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four hours' notice if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same).Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

2. The rights granted hereby shall be exercised

(a) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,

(b) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, and employees,

(c) if the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees, or

(d) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees;

and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other person, corporation or legal entity. The Permittee shall not assign or transfer this Permit or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

4. The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the written approval of the Manager of the Facility. The Port Authority shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

6. (a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Permittee in performing or observing any term or provision of this Permit, or out of the operations of the Permittee, its officers, employees or persons who are doing business with the Permittee arising out of or in connection with the activities permitted hereunder, or arising out of the acts or omissions of the Permittee, its officers or employees at the

Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

7. The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations hereunder. The Permittee shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

(a) The term "Executive Director" shall mean the person or persons from time to-time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee, it shall mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

(b) The terms "Manager of the Facility" or "General Manager of the Facility" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Manager or General Manager (or temporary or Acting Manager or General Manager) of the Facility for the time being, or his duly designated representative or representatives.

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail or certified mail addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most recently substituted therefor by notice to the Port Authority, or left at such address, or delivered

to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

15. The Permittee agrees to be bound by and comply with the provisions of all endorsements annexed to this Permit at the time of issuance.

16. Neither the Commissioners of the Port Authority nor any officer, agent or employee thereof, shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

17. This Permit, including the attached endorsements and exhibits, if any, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof and may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

18. The Permittee hereby waives its right to trial by jury in any summary proceeding or action that may hereafter be instituted by the Port Authority against the Permittee in respect of the Space or in any action that may be brought by the Port Authority to recover fees, damages, or other sums payable hereunder. The Permittee shall not interpose any claims as counterclaims in any summary proceeding or action for non-payment of fees which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

(a) Use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(b) Not divert or cause or allow to be diverted, any business from the Airport;

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anyway connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

4. Effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event that upon conducting an examination

and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

STANDARD ENDORSEMENT NO. 4.1
MERCHANDISE AND/OR SERVICES
All Airports
7/21/49

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority/s rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefor at the Airport;

(b) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(c) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

As used in the above subsections "service" shall include furnishing of parts, materials and supplies (including sale thereof).

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Permittee of the promises and obligations contained in this Permit is therefore a special consideration and inducement to the issuance of this Permit by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Permit, the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Endorsement in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons including the United States of America resulting from the Permittee's noncompliance with any of the provisions of this Endorsement and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Airport including any Space covered by this Permit, or for the safe and efficient operation of the Airport including any Space covered by this Permit. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five days before the Permittee shall be required to comply therewith.

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

Notwithstanding any other provision of this Permit, the permission hereby granted shall in any event terminate with the expiration or termination of the lease of Newark International Airport from the City of Newark to the Port Authority under the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex on October 30, 1947 in Book E-110 of Deeds at pages 242, et seq. No greater rights and privileges are hereby granted to Permittee than the Port Authority has power to grant under said agreement as supplemented or amended as aforesaid.

"Newark Liberty International Airport" or "Airport" shall mean the land and premises in the County of Essex and State of New Jersey, which are westerly of the right of way of the Central Railroad of New Jersey and are shown upon the exhibit attached to the said agreement between the City and the Port Authority and marked "Exhibit A", as contained within the limits of a line of crosses appearing on said exhibit and designated "Boundary of terminal area in City of Newark", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

The Port Authority has agreed by a provision in its agreement of lease with the City covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City and of it various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

(1) The Permittee in its own name as assured shall secure and pay the premium or premiums for such of the following policies of insurance with respect to which minimum limits are fixed in the schedule below. Each such policy shall be maintained in at least the limit fixed with respect thereto, shall cover the operations of the Permittee under this Permit, and shall be effective throughout the effective period:

SCHEDULE

	Policy	Minimum Limit
(a)	Commercial general liability insurance (to include contractual liability endorsement)	
	(1) Bodily-injury liability:	
	For injury or wrongful death to one person:	$2,000,000.00
	For injury or wrongful death to more than one person in any one occurrence:	$2,000,000.00
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$2,000,000.00
	(3) Products liability:	$ 2,000,000.00
(b)	Automotive liability insurance:	
	(1) Bodily-injury liability	
	For injury or wrongful death to one person:	$
	For injury or wrongful death to more than one person in any one occurrence:	$
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$
(c)	Plate and mirror glass insurance, covering all plate and mirror glass in the premises, and the lettering, signs, or decorations, if any, on such plate and mirror glass:	$
(d)	Boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$
(e)	"Additional Interest" policy of boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$

(2) The Port Authority shall be named as an additional insured in any policy of liability insurance required by this Endorsement, unless the Port Authority shall, at any time during the effective period of this Permit, direct otherwise in writing, in which case the Permittee shall cause the Port Authority not to be so named.

STANDARD ENDORSEMENT NO. 21.1 (2 pages)
INSURANCE
All Facilities
3/25/82

(3) Every policy of insurance on property other than that of the Permittee required by this Endorsement shall name the Port Authority as the owner of property, unless the Space is located in an area as to which the Port Authority is itself a lessee, in which case the Port Authority shall be named as the lessee and the owner shall be named as the owner, and the policy shall be endorsed substantially as follows:

> "Loss, if any, under this policy, as to the interest of the owner and as to the interest of the Port Authority of New York and New Jersey, shall be adjusted solely with the Port Authority, and all proceeds under this policy shall be paid solely to the Port Authority."

(4) The "Additional Interest" policy of boiler and machinery insurance required by this Endorsement shall provide protection under Sections 1 and 2 only of the Insuring Agreements of the form of policy approved for use as of the date hereof by the National Bureau of Casualty Underwriters, New York, New York.

(5) As to any insurance required by this Endorsement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority within ten (10) days after the execution of this Permit. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving ten (10) days' written notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, of if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

(6) Each policy of insurance required by this Endorsement shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters and the New York Fire Insurance Exchange, or if the Permittee's operations hereunder are in New Jersey, the National Board of Fire Underwriters and The Fire Insurance Rating Organization of N.J., and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Endorsement, any fire insurance, extended coverage or rental insurance rate on the Airport or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

The Permittee shall not do or permit to be done any act which

(a) will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereon, or

(b) will increase the rate of any fire insurance, extended coverage or rental insurance on the Airport or any part thereof or upon the contents of any building thereon, or

(c) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or

(d) may cause or produce upon the Airport any unusual, noxious or objectionable smokes, gases, vapors or odors, or

(e) may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Airport, or

(f) shall constitute a nuisance in or on the Airport or which may result in the creation, commission or maintenance of a nuisance in or on the Airport.

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

(a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deposit with the Port Authority (and shall keep deposited throughout the effective period of the permission under this Permit) the sum of Fifteen Thousand Dollars and No Cents ($15,000.00)
either in cash, or bonds of the United States of America, or of the State of New Jersey, or of the State of New York, or of the Port Authority of New York and New Jersey, having a market value of that amount, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed. Bonds qualifying for deposit hereunder shall be in bearer form but if bonds of that issue were offered only in registered form, then the Permittee may deposit such bonds or bonds in registered form, provided, however, that the Port Authority shall be under no obligation to accept such deposit of a bond in registered form unless such bond has been re-registered in the name of the Port Authority (the expense of such re-registration to be borne by the Permittee) in a manner satisfactory to the Port Authority. The Permittee may request the Port Authority to accept a registered bond in the Permittee's name and if acceptable to the Port Authority the Permittee shall deposit such bond together with an irrevocable bond power (and such other instruments or other documents as the Port Authority may require) in form and substance satisfactory to the Port Authority. In the event the deposit is returned to the Permittee any expenses incurred by the Port Authority in re-registering a bond to the name of the Permittee shall be borne by the Permittee. In addition to any and all other remedies available to it, the Port Authority shall have the right, at its option, at any time and from time to time, with or without notice, to use the deposit or any part thereof in whole or partial satisfaction of any of its claims or demands against the Permittee. There shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of the deposit itself shall cure any default or breach of this Agreement on the part of the Permittee. With respect to any bonds deposited by the Permittee, the Port Authority shall have the right, in order to satisfy any of its claims or demands against the Permittee, to sell the same in whole or in part, at any time, and from time to time, with or without prior notice at public or private sale, all as determined by the Port Authority, together with the right to purchase the same at such sale free of all claims, equities or rights of redemption of the Permittee. The Permittee hereby waives all right to participate therein and all right to prior notice or demand of the amount or amounts of the claims or demands of the Port Authority against the Permittee. The proceeds of every such sale shall be applied by the Port Authority first to the costs and expenses of the sale (including but not limited to advertising or commission expenses) and then to the amounts due the Port Authority from the Permittee. Any balance remaining shall be retained in cash toward bringing the deposit to the sum specified above. In the event that the Port Authority shall at any time or times so use the deposit, or any part thereof, or if bonds shall have been deposited and the market value thereof shall have declined below the above-mentioned amount, the Permittee shall,

on demand of the Port Authority and within two (2) days thereafter, deposit with the Port Authority additional cash or bonds so as to maintain the deposit at all times to the full amount above stated, and such additional deposits shall be subject to all the conditions of this Standard Endorsement. After the expiration or earlier revocation or termination of the effective period of the permission under this Permit, and upon condition that the Permittee shall then be in no wise in default under any part of this Permit, and upon written request therefor by the Permittee, the Port Authority will return the deposit to the Permittee less the amount of any and all unpaid claims and demands (including estimated damages) of the Port Authority by reason of any default or breach by the Permittee of this Permit or any part thereof. The Permittee agrees that it will not assign or encumber the deposit. The Permittee may collect or receive any interest or income earned on bonds and interest paid on cash deposited in interest-bearing bank accounts, less any part thereof or amount which the Port Authority is or may hereafter be entitled or authorized by law to retain or to charge in connection therewith, whether as or in lieu of an administrative expense, or custodial charge, or otherwise; provided, however, that the Port Authority shall not be obligated by this provision to place or to keep cash deposited hereunder in interest-bearing bank accounts.

If any type of strike or other labor activity is directed against the Permittee at the Facility or against any operations pursuant to this Permit resulting in picketing or boycott for a period of at least forty-eight (48) hours which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Facility or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this Permit effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

SPECIAL ENDORSEMENTS

1. (a) By agreement of lease, dated as of January 11, 1985 bearing Port Authority file No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease") the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of August 5, 2005 (hereinafter called the "Sublease"), under which the Permittee has agreed to operate certain consumer services in locations the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate one first-class concession at the Terminal for the purpose of the sale at retail of (i) women's apparel and accessories, including shawls, scarves, wraps, jackets, blouses, skirts, belts, hats, gloves, embroidered slippers, handbags, totes, wallets, beaded

jewelry, costume jewelry and specialty watches; (ii) studded crystal gifts; and (iii) men's ties, cufflinks and wallets, and for no other purpose whatsoever.

The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information)), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special

Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being

operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record- keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Annual Exemption Amount" shall mean the sum of Four Hundred Thousand Dollars and No Cents ($400,000.00) as the same may be reduced by the operation of the proration provisions hereof and as the same may be adjusted pursuant to the Sublease. The Monthly Exemption Amount shall equal one-twelfth of the Annual Exemption Amount.

(vi) "PA Share" shall mean fifty percent (50%)

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of Sixty Thousand Dollars and No Cents ($60,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Five Thousand Hundred Dollars and No Cents ($5,000.00), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit. If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days

in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Enplanements, pursuant to the terms of the Sublease.

(ii) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(iii) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable)) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority an annual percentage rent equivalent to the PA Share of the sum of fifteen percent (15%) of all gross receipts of the Permittee in excess of the Monthly Exemption Amount arising during the effective period of permission hereunder.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the

end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage(s) stated in paragraph (c) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentages applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentages set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable Monthly Exemption Amount, established for the monthly period, or (B) the applicable percentages set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Annual Exemption Amount, established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable Monthly Exemption Amounts, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Annual Exemption Amount, less the total of all percentage rent payments previously made for such annual period. At any time that the Monthly Exemption Amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective

date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated Annual Exemption Amount(s) established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) February 15, 2006,

subject to the Permittee's limited right (if any) to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. The Permittee shall be required to make a minimum initial capital investment (excluding furniture, fixtures and equipment) to ready the Space for initial occupancy and operations in an amount equal to Two Hundred Dollars ($200) per square foot. Nothing herein shall reduce the Permittee's obligations to comply with the Port Authority's Tenant Alteration and Application process and the Airline's design specifications and standards, nor reduce any obligation of the Permittee under the Sublease to maintain, improve or refurbish the Space during the term of the subletting.

SPECIAL ENDORSEMENTS

5. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

> "Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same). Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

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(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

> "If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(e) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) The following clause shall be deemed to have been added to the first sentence of Section 8: "or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier."

(h) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

> "In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(i) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of

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Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(j) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

(ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".

(iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(k) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

(l) Notwithstanding the provisions of Standard Endorsement 21.1 annexed to this Permit, the Port Authority (as well as the Airline and the Manager) shall be named as an additional insured in any policy of liability insurance required by the provisions of this Permit and each such policy of insurance so required shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(m) The policies referred to in Standard Endorsement 21.1 shall provide or contain an endorsement providing that:

(i) the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority, and

(ii) the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Permittee shall be the same as the

protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person as if the Port Authority were the named insured thereunder,

but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

(n) Without limiting the generality of the provisions of Standard Endorsement 23.1, the Permittee agrees that notwithstanding the sum stated to be the security deposit to be delivered to the Port Authority upon execution of this Permit, the security amount required hereunder shall at all times during the period of permission be an amount equal to at least three (3) months' Guaranteed Rent in cash or bonds (as described in said Standard Endorsement) or at least twelve (12) months' Guaranteed Rent in the form of a clean irrevocable letter of credit satisfactory to the Port Authority and, accordingly, such amount may change from time to time by notice to the Permittee during such period.

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein.

SPECIAL ENDORSEMENTS

Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however,

that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

(g) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, not unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(2) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(3) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to an assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the

purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of any payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

SPECIAL ENDORSEMENTS

12. (a) The Permittee hereby certifies that its Federal Tax Identification Number is for the purposes of Standard Endorsement No. 23.1.

(b) The Permittee acknowledges and agrees that the Port Authority reserves the right, at its sole discretion, to adjust at any time and from time to time upon fifteen (15) days notice to the Permittee, the security deposit amount as set forth in paragraph (a) of Standard Endorsement No. 23.1. Not later than the effective date set forth in said notice the Permittee shall deposit with the Port Authority the new security deposit amount as set forth in said notice which new amount shall thereafter constitute the security deposit subject to said Standard Endorsement No. 23.1.

For the Port Authority

Initialed: For the Permittee

For the Airline

Form F - Privilege, All Facilities
12/4/73

:For Port Authority Use Only :
:
: ANB-553 :

AVIATION DEPT.
FILE COPY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 Park Avenue South
New York, New York 10003

PRIVILEGE PERMIT

The Port Authority of New York and New Jersey (herein called "the Port Authority") hereby grants to the Permittee hereinafter named the hereinafter described privilege at the Port Authority Facility hereinafter named, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee or fees hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. **FACILITY: Newark Liberty International Airport**
2. **PERMITTEE: CA ONE SERVICES, INC.**, d/b/a Vito's Gourmet Deli, a corporation incorporated under the laws of the State of Delaware.
3. **PERMITTEE'S ADDRESS:** 40 Fountain :Plaza
   Buffalo, New York 14202
4. **PERMITTEE'S REPRESENTATIVE:** Mr. Nicholas Liberto
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** as of March 2, 2005
8. **EXPIRATION DATE:** May 31, 2012 or the 7th anniversary of the Rent Commencement Date, whichever is the latest to occur, unless sooner revoked as provided in Section 1 of the following Terms and Conditions.
9. **ENDORSEMENTS: 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 21.1, 22, 28, SPECIAL**

Dated: As of March 2, 2005

CONSENTED AND AGREED TO
BY CONTINENTAL AIRLINES, INC.
as of March 2, 2005

By _____

(Title) Holden Shannon President
Senior Vice President
Global Real Estate
and Security

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By _____

(Title) Assistant Director

CA ONE SERVICES, INC.
Permittee

By _____
Nicholas Bello

(Title) President

APPROVED:
FORM | TERMS

TERMS AND CONDITIONS

1. The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty days' written notice, by the Port Authority or terminated without cause, upon thirty days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four hours' notice if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees. Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

2. The rights granted hereby shall be exercised

(a) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,

(b) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, and employees,

(c) if the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees, or

(d) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees;

and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other person, corporation or legal entity. The Permittee shall not assign or transfer this Permit or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

4. The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the written approval of the Manager of the Facility. The Port Authority shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

6. (a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Permittee in performing or observing any term or provision of this Permit, or out of the operations of the Permittee, its officers, employees or persons who are doing business with the Permittee arising out of or in connection with the activities permitted hereunder, or arising out of the acts or omissions of the Permittee, its officers or employees at the Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

7. The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations hereunder. The Permittee shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

(a) The term "Executive Director" shall mean the person or persons from time to-time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee, it shall mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

(b) The terms "Manager of the Facility" or "General Manager of the Facility" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Manager or General Manager (or temporary or Acting Manager or General Manager) of the Facility for the time being, or his duly designated representative or representatives.

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail-addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

15. The Permittee agrees to be bound by and comply with the provisions of all endorsements annexed to the Permit at the time of issuance.

16. Neither the Commissioners of the Port Authority nor any officer, agent or employee thereof, shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

17. This Permit, including the attached endorsements and exhibits, if any, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof and may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

(a) Use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(b) Not divert or cause or allow to be diverted, any business from the Airport;

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anywise connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

STANDARD ENDORSEMENT NO. 4.1
MERCHANDISE AND/OR SERVICES
All Airports
7/21/49

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

STANDARD ENDORSEMENT NO. 6.1
All Installations
3/28/49

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority/s rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefore at the Airport;

(b) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(c) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

As used in the above subsections "service" shall include furnishing of parts, materials and supplies (including sale thereof).

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Permittee of the promises and obligations contained in this Permit is therefore a special consideration and inducement to the issuance of this Permit by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Permit, the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Endorsement in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons including the United States of America resulting from the Permittee's noncompliance with any of the provisions of this Endorsement and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Airport including any Space covered by this Permit, or for the safe and efficient operation of the Airport including any Space covered by this Permit. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five days before the Permittee shall be required to comply therewith.

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

Notwithstanding any other provision of this Permit, the permission hereby granted shall in any event terminate with the expiration or termination of the lease of Newark International Airport from the City of Newark to the Port Authority under the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex on October 30, 1947 in Book E-110 of Deeds at pages 242, et seq. No greater rights and privileges are hereby granted to Permittee than the Port Authority has power to grant under said agreement as supplemented or amended as aforesaid.

"Newark Liberty International Airport" or "Airport" shall mean the land and premises in the County of Essex and State of New Jersey, which are westerly of the right of way of the Central Railroad of New Jersey and are shown upon the exhibit attached to the said agreement between the City and the Port Authority and marked "Exhibit A", as contained within the limits of a line of crosses appearing on said exhibit and designated "Boundary of terminal area in City of Newark", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

The Port Authority has agreed by a provision in its agreement of lease with the City covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City and of it various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

STANDARD ENDORSEMENT NO. 19.3
PARTICULAR FACILITY
Newark International Airport
03/15/74

(1) *The Permittee in its own name as assured shall secure and pay the premium or premiums for such* of the following policies of insurance with respect to which minimum limits are fixed in the schedule below. Each such policy shall be maintained in at least the limit fixed with respect thereto, shall cover the operations of the Permittee under this Permit, and shall be effective throughout the effective period:

SCHEDULE

	Policy	Minimum Limit
(a)	Commercial general liability insurance (to include contractual liability endorsement)	
	(1) Bodily-injury liability:	
	For injury or wrongful death to one person:	$2,000,000.00
	For injury or wrongful death to more than one person in any one occurrence:	$2,000,000.00
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$2,000,000.00
	(3) Products liability:	$ 2,000,000.00
(b)	Automotive liability insurance:	
	(1) Bodily-injury liability	
	For injury or wrongful death to one person:	$
	For injury or wrongful death to more than one person in any one occurrence:	$
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$
(c)	Plate and mirror glass insurance, covering all plate and mirror glass in the premises, and the lettering, signs, or decorations, if any, on such plate and mirror glass:	$
(d)	Boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$
(e)	"Additional Interest" policy of boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$

(2) The Port Authority shall be named as an additional insured in any policy of liability insurance required by this Endorsement, unless the Port Authority shall, at any time during the effective period of this Permit, direct otherwise in writing, in which case the Permittee shall cause the Port Authority not to be so named.

STANDARD ENDORSEMENT NO. 21.1 (2 pages)
INSURANCE
All Facilities
3/25/82

(3) Every policy of insurance on property other than that of the Permittee required by this Endorsement shall name the Port Authority as the owner of property, unless the Space is located in an area as to which the Port Authority is itself a lessee, in which case the Port Authority shall be named as the lessee and the owner shall be named as the owner, and the policy shall be endorsed substantially as follows:

> "Loss, if any, under this policy, as to the interest of the owner and as to the interest of the Port Authority of New York and New Jersey, shall be adjusted solely with the Port Authority, and all proceeds under this policy shall be paid solely to the Port Authority."

(4) The "Additional Interest" policy of boiler and machinery insurance required by this Endorsement shall provide protection under Sections 1 and 2 only of the Insuring Agreements of the form of policy approved for use as of the date hereof by the National Bureau of Casualty Underwriters, New York, New York.

(5) As to any insurance required by this Endorsement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority within ten (10) days after the execution of this Permit. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving ten (10) days' written notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, of if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

(6) Each policy of insurance required by this Endorsement shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters and the New York Fire Insurance Exchange, or if the Permittee's operations hereunder are in New Jersey, the National Board of Fire Underwriters and The Fire Insurance Rating Organization of N.J., and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Endorsement, any fire insurance, extended coverage or rental insurance rate on the Airport or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

The Permittee shall not do or permit to be done any act which

(a) will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereon, or

(b) will increase the rate of any fire insurance, extended coverage or rental insurance on the Airport or any part thereof or upon the contents of any building thereon, or

(c) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or

(d) may cause or produce upon the Airport any unusual, noxious or objectionable smokes, gases, vapors or odors, or

(e) may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Airport, or

(f) shall constitute a nuisance in or on the Airport or which may result in the creation, commission or maintenance of a nuisance in or on the Airport.

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

If any type of strike or other labor activity is directed against the Permittee at the Facility or against any operations pursuant to this Permit resulting in picketing or boycott for a period of at least forty-eight (48) hours which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Facility or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this Permit effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

SPECIAL ENDORSEMENTS

1. (a) By agreement of lease, dated as of January 11, 1985 bearing Port Authority file No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease") the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of March 2nd, 2005 (hereinafter called the "Sublease"), under which the Permittee has agreed to operate certain consumer services in locations the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate at the Terminal a first-class deli style food and beverage concession facility offering deli sandwiches, hot grilled sandwiches, hot dogs, salad platters, soups, chili, and assorted desserts; during the morning hours of 5:30 a.m. and 10:30 a.m. certain breakfast items limited to an assortment of egg sandwiches and assorted breakfast type baked

goods; and such other food and beverage items as shall be approved in advance in writing by the Airline; and for no other purpose whatsoever. In no event shall pre-packaged food items exceed more than sixty percent (60%) of the total food items offered on Permittee's menu.

The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information)), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum of One Hundred Thirty-five Thousand Dollars and No Cents ($135,000.00), payable as set forth in paragraph (b) of this Special

Endorsement, as the same may be adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned

by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record- keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Annual Exemption Amount" shall mean the sum of Six Hundred Thousand Dollars and No Cents ($900,000.00) as the same may be reduced by the operation of the proration provisions hereof and as the same may be adjusted pursuant to the Sublease. The monthly Exemption Amount shall equal one-twelfth of the Annual Exemption Amount.

(vi) "PA Share" shall mean Twenty percent (20%).

(b) (i) The Permittee shall pay to the Port Authority the PA Share of the Guaranteed Rent of One Hundred Thirty-five Thousand Dollars and No Cents ($135,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Eleven Thousand Two Hundred Fifty Dollars and No Cents ($11,250.00), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit. If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the PA Share of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall

Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Enplanements, pursuant to the terms of the Sublease.

(ii) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable PA Share of the Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of PA Share of the Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(iii) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, storage premises rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable)) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the PA Share of the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority an annual percentage rent equivalent to the PA Share of 15% of all gross receipts of the Permittee which are in excess of the Annual Exemption Amount arising during the effective period of permission hereunder.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible

officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage stated in paragraph (c) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentage applicable thereto. Whenever any monthly statement shall show that (A) the percentage set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable Monthly Exemption Amount, or (B) the percentage set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Annual Exemption Amount, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the Monthly Exemption Amount, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the Annual Exemption Amount, less the total of all percentage rent payments previously made for such annual period. At any time that the Monthly Exemption Amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand.

In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of the PA Share of the Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage

rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated Annual Exemption Amount established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentage stated in paragraph (c) of this Special Endorsement, such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority the PA Share of all rent payable under this Permit and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder is measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) ninety (90) days following delivery of the Space to the Permittee or

(c) June 1, 2005,

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. The Permittee shall be required to make a minimum initial capital investment (excluding furniture, fixtures and equipment) to ready the Space for initial occupancy and operations in an amount equal to Two Hundred Dollars ($200) per square foot. Nothing herein shall reduce the Permittee's obligations to comply with the Port Authority's Tenant Alteration and Application process and the Airline's design specifications and standards, nor reduce any obligation of the Permittee under the Sublease to maintain, improve or refurbish the Space during the term of the subletting.

5. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

SPECIAL ENDORSEMENTS

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

> "Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

> "If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(e) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

SPECIAL ENDORSEMENTS

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) The following clause shall be deemed to have been added to the first sentence of Section 8: "or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier."

(h) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

> "In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(i) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(j) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

(ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".

(iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

SPECIAL ENDORSEMENTS

(k) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

(l) Notwithstanding the provisions of Standard Endorsement 21.1 annexed to this Permit, the Port Authority (as well as the Airline and the Manager) shall be named as an additional insured in any policy of liability insurance required by the provisions of this Permit and each such policy of insurance so required shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(m) The policies referred to in Standard Endorsement 21.1 shall provide or contain an endorsement providing that:

(i) the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority, and

(ii) the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Permittee shall be the same as the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person as if the Port Authority were the named insured thereunder,

but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

(n) Without limiting the generality of the provisions of Standard Endorsement 23.1, the Permittee agrees that notwithstanding the sum stated to be the security deposit to be delivered to the Port Authority upon execution of this Permit, the security amount required hereunder shall at all times during the period of permission be an amount equal to at least three (3) months' Guaranteed Rent in cash or bonds (as described in said Standard Endorsement) or at least twelve (12) months' Guaranteed Rent in the form of a clean irrevocable letter of credit satisfactory to the Port Authority and, accordingly, such amount may change from time to time by notice to the Permittee during such period.

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

SPECIAL ENDORSEMENTS

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but

not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) (i) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(ii) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) Notwithstanding anything to the contrary stated in Sections 6.04 and 12.01 (c) of the Sublease, there shall be no abatement of the PA Share of rent payable under this Permit or the Sublease under the circumstances described in Sections 6.04 or 12.01 (c).

(2) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, not unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(3) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(4) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to an assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of any payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

SPECIAL ENDORSEMENTS

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12 (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority, and payable in the Port of New York District in the amount of Twenty-two Thousand Five Hundred Dollars and No Cents ($22,500.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security hereunder. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made in accordance with the provisions of this Permit. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days

thereafter, shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to constitute a waiver of any default by the Permittee under the terms of this Permit and all remedies of the Port Authority consequent upon such default shall not be affected by the existence of any recourse to any such other letter of credit.

(b) The Permittee hereby certifies that its Federal Tax Identification Number is for the purposes of this Special Endorsement.

(c) The Permittee acknowledges and agrees that the Port Authority reserves the right, at its sole discretion, to adjust at any time and from time to time upon fifteen (15) days notice to the Permittee, the security deposit amount as set forth in paragraph (a) of this Special Endorsement. Not later than the effective date set forth in said notice the Permittee shall deposit with the Port Authority the new security deposit amount as set forth in said notice which new amount shall thereafter constitute the security deposit to this Special Endorsement.

For the Port Authority

Initialed: For the Permittee

For the Airline

Form F - Privilege, All Facilities
12/4/73

:For Port Authority Use Only :
:
: ANB-462 :

AVIATION DEPT.
FILE COPY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 Park Avenue South
New York, New York 10003

PRIVILEGE PERMIT

The Port Authority of New York and New Jersey (herein called "the Port Authority") hereby grants to the Permittee hereinafter named the hereinafter described privilege at the Port Authority Facility hereinafter named, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee or fees hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. **FACILITY:** **Newark Liberty International Airport**
2. **PERMITTEE: THE METROPOLITAN MUSEUM OF ART**, a not for profit corporation formed under the laws of the State of New York.
3. **PERMITTEE'S ADDRESS:** 1000 Fifth Avenue
   New York, NY 10028
4. **PERMITTEE'S REPRESENTATIVE:** Mr. Jim Spaeth
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** as of September 4, 2003
8. **EXPIRATION DATE:** January 31, 2010 or the 7th anniversary of the Rent Commencement Date, whichever is the latest to occur, unless sooner revoked as provided in Section 1 of the following Terms and Conditions.
9. **ENDORSEMENTS: 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 21.1, 22, 23.1, 28, SPECIAL**

Dated: As of September 4, 2003

CONSENTED AND AGREED TO
BY CONTINENTAL AIRLINES, INC.
as of September 4, 2003

By _____

(Title) Holden Shannon President
~~Vice President~~
Corporate Real Estate
& Environmental Affairs

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By _____

(Title) FRANCIS A. DIMOLA
ASSISTANT DIRECTOR
AVIATION DEPT.

THE METROPOLITAN MUSEUM OF ART
Permittee

By _____
DAVID McKINNEY

(Title) _____ President

APPROVED:
FORM | TERMS
MD | AET

TERMS AND CONDITIONS

1. The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty days' written notice, by the Port Authority or terminated without cause, upon thirty days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four hours' notice if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees. Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

2. The rights granted hereby shall be exercised

(a) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,

(b) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, and employees,

(c) if the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees, or

(d) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees;

and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other person, corporation or legal entity. The Permittee shall not assign or transfer this Permit or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

4. The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the written approval of the Manager of the Facility. The Port Authority shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

6. (a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Permittee in performing or observing any term or provision of this Permit, or out of the operations of the Permittee, its officers, employees or persons who are doing business with the Permittee arising out of or in connection with the activities permitted hereunder, or arising out of the acts or omissions of the Permittee, its officers or employees at the Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

7. The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations hereunder. The Permittee shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

(a) The term "Executive Director" shall mean the person or persons from time to-time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee, it shall mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

(b) The terms "Manager of the Facility" or "General Manager of the Facility" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Manager or General Manager (or temporary or Acting Manager or General Manager) of the Facility for the time being, or his duly designated representative or representatives.

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail-addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

15. The Permittee agrees to be bound by and comply with the provisions of all endorsements annexed to the Permit at the time of issuance.

16. Neither the Commissioners of the Port Authority nor any officer, agent or employee thereof, shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

17. This Permit, including the attached endorsements and exhibits, if any, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof and may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

(a) Use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(b) Not divert or cause or allow to be diverted, any business from the Airport;

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anywise connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

STANDARD ENDORSEMENT NO. 4.1
MERCHANDISE AND/OR SERVICES
All Airports
7/21/49

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority/s rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefore at the Airport;

(b) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(c) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

As used in the above subsections "service" shall include furnishing of parts, materials and supplies (including sale thereof).

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Permittee of the promises and obligations contained in this Permit is therefore a special consideration and inducement to the issuance of this Permit by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Permit, the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Endorsement in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons including the United States of America resulting from the Permittee's noncompliance with any of the provisions of this Endorsement and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee.

The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Airport including any Space covered by this Permit, or for the safe and efficient operation of the Airport including any Space covered by this Permit. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five days before the Permittee shall be required to comply therewith.

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

STANDARD ENDORSEMENT NO. 16.1
RULES & REGULATIONS COMPLIANCE
Airports
06/29/62

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

(1) The Permittee in its own name as assured shall secure and pay the premium or premiums for such of the following policies of insurance with respect to which minimum limits are fixed in the schedule below. Each such policy shall be maintained in at least the limit fixed with respect thereto, shall cover the operations of the Permittee under this Permit, and shall be effective throughout the effective period:

SCHEDULE

	Policy	Minimum Limit
(a)	Commercial general liability insurance (to include contractual liability endorsement)	
	(1) Bodily-injury liability:	
	For injury or wrongful death to one person:	$2,000,000.00
	For injury or wrongful death to more than one person in any one occurrence:	$2,000,000.00
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$2,000,000.00
	(3) Products liability:	$ 2,000,000.00
(b)	Automotive liability insurance:	
	(1) Bodily-injury liability	
	For injury or wrongful death to one person:	$
	For injury or wrongful death to more than one person in any one occurrence:	$
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$
(c)	Plate and mirror glass insurance, covering all plate and mirror glass in the premises, and the lettering, signs, or decorations, if any, on such plate and mirror glass:	$
(d)	Boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$
(e)	"Additional Interest" policy of boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$

(2) The Port Authority shall be named as an additional insured in any policy of liability insurance required by this Endorsement, unless the Port Authority shall, at any time during the effective period of this Permit, direct otherwise in writing, in which case the Permittee shall cause the Port Authority not to be so named.

(3) Every policy of insurance on property other than that of the Permittee required by this Endorsement shall name the Port Authority as the owner of property, unless the Space is located in an area as to which the Port Authority is itself a lessee, in which case the Port Authority shall be named as the lessee and the owner shall be named as the owner, and the policy shall be endorsed substantially as follows:

> "Loss, if any, under this policy, as to the interest of the owner and as to the interest of the Port Authority of New York and New Jersey, shall be adjusted solely with the Port Authority, and all proceeds under this policy shall be paid solely to the Port Authority."

(4) The "Additional Interest" policy of boiler and machinery insurance required by this Endorsement shall provide protection under Sections 1 and 2 only of the Insuring Agreements of the form of policy approved for use as of the date hereof by the National Bureau of Casualty Underwriters, New York, New York.

(5) As to any insurance required by this Endorsement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority within ten (10) days after the execution of this Permit. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving ten (10) days' written notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, of if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

(6) Each policy of insurance required by this Endorsement shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters and the New York Fire Insurance Exchange, or if the Permittee's operations hereunder are in New Jersey, the National Board of Fire Underwriters and The Fire Insurance Rating Organization of N.J., and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Endorsement, any fire insurance, extended coverage or rental insurance rate on the Airport or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

The Permittee shall not do or permit to be done any act which

(a) will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereon, or

(b) will increase the rate of any fire insurance, extended coverage or rental insurance on the Airport or any part thereof or upon the contents of any building thereon, or

(c) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or

(d) may cause or produce upon the Airport any unusual, noxious or objectionable smokes, gases, vapors or odors, or

(e) may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Airport, or

(f) shall constitute a nuisance in or on the Airport or which may result in the creation, commission or maintenance of a nuisance in or on the Airport.

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

(a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deposit with the Port Authority (and shall keep deposited throughout the effective period of the permission under this Permit) the sum of Forty-two Thousand Five Hundred Dollars and No Cents ($42,500.00)

either in cash, or bonds of the United States of America, or of the State of New Jersey, or of the State of New York, or of the Port Authority of New York and New Jersey, having a market value of that amount, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed. Bonds qualifying for deposit hereunder shall be in bearer form but if bonds of that issue were offered only in registered form, then the Permittee may deposit such bonds or bonds in registered form, provided, however, that the Port Authority shall be under no obligation to accept such deposit of a bond in registered form unless such bond has been re-registered in the name of the Port Authority (the expense of such re-registration to be borne by the Permittee) in a manner satisfactory to the Port Authority. The Permittee may request the Port Authority to accept a registered bond in the Permittee's name and if acceptable to the Port Authority the Permittee shall deposit such bond together with an irrevocable bond power (and such other instruments or other documents as the Port Authority may require) in form and substance satisfactory to the Port Authority. In the event the deposit is returned to the Permittee any expenses incurred by the Port Authority in re-registering a bond to the name of the Permittee shall be borne by the Permittee. In addition to any and all other remedies available to it, the Port Authority shall have the right, at its option, at any time and from time to time, with or without notice, to use the deposit or any part thereof in whole or partial satisfaction of any of its claims or demands against the Permittee. There shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of the deposit itself shall cure any default or breach of this Agreement on the part of the Permittee. With respect to any bonds deposited by the Permittee, the Port Authority shall have the right, in order to satisfy any of its claims or demands against the Permittee, to sell the same in whole or in part, at any time, and from time to time, with or without prior notice at public or private sale, all as determined by the Port Authority, together with the right to purchase the same at such sale free of all claims, equities or rights of redemption of the Permittee. The Permittee hereby waives all right to participate therein and all right to prior notice or demand of the amount or amounts of the claims or demands of the Port Authority against the Permittee. The proceeds of every such sale shall be applied by the Port Authority first to the costs and expenses of the sale (including but not limited to advertising or commission expenses) and then to the amounts due the Port Authority from the Permittee. Any balance remaining shall be retained in cash toward bringing the deposit to the sum specified above. In the event that the Port Authority shall at any time or times so use the deposit, or any part thereof, or if bonds shall have been deposited and the market value thereof shall have declined below the above-mentioned amount, the Permittee shall, on demand of the Port Authority and within two (2) days thereafter, deposit with the Port Authority additional cash or bonds so as to maintain the deposit at all times to the full amount above stated, and such additional deposits shall be subject to all the conditions of this Standard Endorsement. After the expiration or earlier revocation or termination of the effective period of the permission under this Permit, and upon condition that the Permittee shall then be in no wise in default under any part of this Permit, and upon written request therefor by the Permittee, the Port Authority will return the

deposit to the Permittee less the amount of any and all unpaid claims and demands (including estimated damages) of the Port Authority by reason of any default or breach by the Permittee of this Permit or any part thereof. The Permittee agrees that it will not assign or encumber the deposit. The Permittee may collect or receive any interest or income earned on bonds and interest paid on cash deposited in interest-bearing bank accounts, less any part thereof or amount which the Port Authority is or may hereafter be entitled or authorized by law to retain or to charge in connection therewith, whether as or in lieu of an administrative expense, or custodial charge, or otherwise; provided, however, that the Port Authority shall not be obligated by this provision to place or to keep cash deposited hereunder in interest-bearing bank accounts.

(b) The Permittee may at any time during the effective period of the permission under this Permit offer to deliver to the Port Authority, as security for all obligations of the Permittee under this Permit, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District, in favor of the Port Authority in the amount of Forty-two Thousand Five Hundred Dollars and No Cents ($42,500.00)

The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent satisfactory letter. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by security in accordance with paragraph (a) of this Standard Endorsement or another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security under paragraph (a) of this Standard Endorsement. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made under and in accordance with the provisions of paragraph (a) of this Standard Endorsement. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount.

If any type of strike or other labor activity is directed against the Permittee at the Facility or against any operations pursuant to this Permit resulting in picketing or boycott for a period of at least forty-eight (48) hours which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Facility or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this Permit effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

SPECIAL ENDORSEMENTS

1. (a) By agreement of lease, dated as of January 11, 1985 bearing Port Authority file No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease") the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of September 4, 2003 (hereinafter called the "Sublease"), under which the Permittee has agreed to operate certain consumer services in locations the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate a first-class concession at the Terminal for the purpose of the sale at retail of those products sold in The Metropolitan Museum of Art at the museum in

New York City and as are found in The Metropolitan Museum of Art catalogues, and for no other purpose whatsoever. The Permittee shall also have the right to disseminate information relating to membership in The Metropolitan Museum of Art and also information relating to exhibitions, lectures, concerts and other educational activities arranged for or provided by The Metropolitan Museum of Art in the greater New York City metropolitan area.

(c) The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

(d) The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information)), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

SPECIAL ENDORSEMENTS

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of

merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record- keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Annual Exemption Amount" shall mean the sum of Eight Hundred Fifty Thousand Dollars and No Cents ($850,000.00) as the same may be reduced by the operation of the proration provisions hereof and as the same may be adjusted pursuant to the Sublease. The Monthly Exemption Amount shall equal one-twelfth of the Annual Exemption Amount.

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of Eighty-five Thousand Dollars and No Cents ($85,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Seven Thousand Eighty-three Dollars and Thirty-three Cents ($7,083.33), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit. If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed

Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Enplanements, pursuant to the terms of the Sublease.

(ii) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(iii) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable)) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority an annual percentage rent equivalent to the PA Share of the sum of Eleven percent (11%) of all gross receipts of the Permittee in excess of the Monthly Exemption Amount arising during the effective period of permission hereunder.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible

officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage stated in paragraph (c) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentage applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentage set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable Monthly Exemption Amount, established for the monthly period, or (B) the applicable percentage set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Annual Exemption Amount, established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable Monthly Exemption Amounts, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Annual Exemption Amount, less the total of all percentage rent payments previously made for such annual period. At any time that the Monthly Exemption Amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments

previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated Annual Exemption Amount established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentage stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) 75 days following delivery of the Space to the Permittee, or

(c) November 1, 2003

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. The Permittee shall be required to make a minimum initial capital investment (excluding furniture, fixtures and equipment) to ready the Space for initial occupancy and operations in an amount equal to Two Hundred Dollars ($200) per square foot. Nothing herein shall reduce the Permittee's obligations to comply with the Port Authority's Tenant Alteration and Application process and the Airline's design specifications and standards, nor reduce any obligation of the Permittee under the Sublease to maintain, improve or refurbish the Space during the term of the subletting.

SPECIAL ENDORSEMENTS

5. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

> "Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

> "If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

SPECIAL ENDORSEMENTS

(e) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

> "In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(h) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(i) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

(ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".

(iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to

this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(j) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

(k) Notwithstanding the provisions of Standard Endorsement 21.1 annexed to this Permit, the Port Authority (as well as the Airline and the Manager) shall be named as an additional insured in any policy of liability insurance required by the provisions of this Permit and each such policy of insurance so required shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(l) The policies referred to in Standard Endorsement 21.1 shall provide or contain an endorsement providing that:

(i) the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority, and

(ii) the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Permittee shall be the same as the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person as if the Port Authority were the named insured thereunder, but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or

under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired.

SPECIAL ENDORSEMENTS

References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

(g) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) Notwithstanding anything to the contrary stated in Sections 6.03 and 27.33 of the Sublease, there shall be no abatement of the PA Share of rent payable under this Permit or the Sublease under the circumstances described in Sections 6.03 and 27.33.

(2) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, not unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall

not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(3) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(4) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to and assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default (under either the Sublease or under this Permit) by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of an payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

SPECIAL ENDORSEMENTS

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. (a) The Permittee hereby certifies that its Federal Tax Identification Number is for the purposes of Standard Endorsement No. 23.1.

(b) The Permittee acknowledges and agrees that the Port Authority reserves the right, at its sole discretion, to adjust at any time and from time to time upon fifteen (15) days notice to the Permittee, the security deposit amount as set forth in paragraphs (a) and (b) of Standard Endorsement No. 23.1. Not later than the effective date set forth in said notice the Permittee shall deposit with the Port Authority the new security deposit amount as set forth in and in such form as requested by said notice which new amount (including without limitation an amendment to or a replacement of the letter of credit) shall thereafter constitute the security deposit subject to said Standard Endorsement No. 23.1.

AEF
For the Port Authority

Initialed: D
For the Permittee

For the Airline

Form F - Privilege, All Facilities

:For Port Authority Use Only :
: ANC-190 :

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 Park Avenue South
New York, New York 10003

PRIVILEGE PERMIT

The Port Authority of New York and New Jersey (herein called the "Port Authority") hereby grants to the Permittee hereinafter named the hereinafter described privilege at the Port Authority Facility hereinafter named, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee or fees hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. **FACILITY: Newark Liberty International Airport**
2. **PERMITTEE**: THE GROVE, INC., a corporation organized under the laws of the State of Louisiana
3. **PERMITTEE'S ADDRESS:** 3 Westbrook Corporate Center, Suite 500
   Westchester, Illinois 60154
4. **PERMITTEE'S REPRESENTATIVE**: Michelle Dukler
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** June 22, 2010
8. **EXPIRATION DATE:** : the later of (a) March 30, 2013 or (b) the earlier of (x) the day prior to the expiration date of the extended term of the Airline Lease (as herein defined) covering Concourses C-1 and C-2 or (y) the fifth (5th) anniversary of the actual Rent Commencement Date (as herein defined), unless sooner revoked as provided in Section 1 of the following Terms and Conditions.
9. **ENDORSEMENTS:** 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 22, 28, Exhibit X, Schedule G, and Specials

Dated: As of June 22, 2010

Consented and Agreed to by
CONTINENTAL AIRLINES, INC.
as of June 22, 2010

By Kate Gebo

Print Name Kate Gebo
(Title) Vice - President Corporate Real Estate

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By
David Kagan
(Title) Assistant Director
~~Business, Properties & Airport Development~~

THE GROVE, INC.,
Permittee

By
Print Name MICHELLE DUKLER

(Title) President

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:

MLG/NEI

TERMS AND CONDITIONS

1. The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty days' written notice, by the Port Authority or terminated without cause, upon thirty days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four hours' notice if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same).Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

2. The rights granted hereby shall be exercised

(a) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,

(b) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, and employees,

(c) if the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees, or

(d) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees;

and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other person, corporation or legal entity. The Permittee shall not assign or transfer this Permit or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

4. The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the written approval of the Manager of the Facility. The Port Authority shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

6. (a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Permittee in performing or observing any term or provision of this Permit, or out of the operations of the Permittee, its officers, employees or persons who are doing business with the Permittee arising out of or in connection with the activities permitted hereunder, or arising out of the acts or omissions of the Permittee, its officers or employees at the

Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

7. The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations hereunder. The Permittee shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

(a) The term "Executive Director" shall mean the person or persons from time to-time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee, it shall mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

(b) The terms "Manager of the Facility" or "General Manager of the Facility" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Manager or General Manager (or temporary or Acting Manager or General Manager) of the Facility for the time being, or his duly designated representative or representatives.

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail or certified mail addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most

recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

15. The Permittee agrees to be bound by and comply with the provisions of all endorsements annexed to this Permit at the time of issuance.

16. No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

17. This Permit, including the attached endorsements and exhibits, if any, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof and may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

18. The Permittee hereby waives its right to trial by jury in any action that may hereafter be instituted by the Port Authority against the Permittee in respect of the permission granted hereunder and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

19. Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Permittee shall continue to perform the privilege granted under this Permit, after the expiration, revocation or termination of the effective period of the permission granted under this Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination, and ending on the date that the Permittee shall cease to perform the privilege at the Airport under the Permit, equal to twice the sum of the monthly fee under the Permit. Nothing

herein contained shall give, or be deemed to give, the Permittee any right to continue to perform the privilege granted under this Permit at the Airport after the expiration, revocation or termination of the effective period of the permission granted under the Permit. The Permittee acknowledges that the failure of the Permittee to cease to perform the privilege at the Airport from and after the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss. The Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

(a) Use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(b) Not divert or cause or allow to be diverted, any business from the Airport;

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anyway connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port

Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

4. Effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event that upon conducting an examination and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

STANDARD ENDORSEMENT NO. 4.1
MERCHANDISE AND/OR SERVICES
All Airports
7/21/49

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefor at the Airport;

(b) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(c) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

As used in the above subsections "service" shall include furnishing of parts, materials and supplies (including sale thereof).

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Permittee of the promises and obligations contained in this Permit is therefore a special consideration and inducement to the issuance of this Permit by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Permit, the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Endorsement in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons, including the United States of America, resulting from the Permittee's noncompliance with any of the provisions of this Endorsement, and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee.

The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Airport, including any Space covered by this Permit, or for the safe and efficient operation of the Airport, including any Space covered by this Permit. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five (5) days before the Permittee shall be required to comply therewith.

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

Notwithstanding any other provision of this Permit, the permission hereby granted shall in any event terminate with the expiration or termination of the lease of Newark Liberty International Airport from the City of Newark to the Port Authority under the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex on October 30, 1947 in Book E-110 of Deeds at pages 242, et seq. No greater rights and privileges are hereby granted to Permittee than the Port Authority has power to grant under said agreement as supplemented or amended as aforesaid.

"Newark Liberty International Airport" or "Airport" shall mean the land and premises in the County of Essex and State of New Jersey, which are westerly of the right of way of the Central Railroad of New Jersey and are shown upon the exhibit attached to the said agreement between the City and the Port Authority and marked "Exhibit A", as contained within the limits of a line of crosses appearing on said exhibit and designated "Boundary of terminal area in City of Newark", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

The Port Authority has agreed by a provision in its agreement of lease with the City covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City and of it various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters and the New York Fire Insurance Exchange, or if the Permittee's operations hereunder are in New Jersey, the National Board of Fire Underwriters and The Fire Insurance Rating Organization of N.J., and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Endorsement, any fire insurance, extended coverage or rental insurance rate on the Airport or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

The Permittee shall not do or permit to be done any act which

(a) will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereon, or

(b) will increase the rate of any fire insurance, extended coverage or rental insurance on the Airport or any part thereof or upon the contents of any building thereon, or

(c) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or

(d) may cause or produce upon the Airport any unusual, noxious or objectionable smokes, gases, vapors or odors, or

(e) may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Airport, or

(f) shall constitute a nuisance in or on the Airport or which may result in the creation, commission or maintenance of a nuisance in or on the Airport.

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

If any type of strike or other labor activity is directed against the Permittee at the Facility or against any operations pursuant to this Permit resulting in picketing or boycott for a period of at least forty-eight (48) hours, which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Facility or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this Permit, effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

Special Endorsements

1. (a) By agreement of lease, dated as of January 11, 1985, bearing Port Authority Lease No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease"), the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of June 22, 2010 (the "Sublease"), under which the Permittee has agreed to operate certain consumer services in Space 36 and Space 50 airport locations as more fully described in Exhibit A1 and Exhibit A2 of the Sublease, and the Port Authority hereby consents to such subletting. By its terms, the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate a first-class food and beverage concession, at the Terminal, using the trade name "The Grove – Red Mango", offering: bulk natural snacks foods, including candy, nuts, dried fruit, gourmet popcorn, "Red Mango" branded frozen yogurt products, bottled water, bottled fruit juices, bottled ice tea, bottled sodas, milk gift tins, gift packs of natural snack foods, and other natural snack foods, organically grown "Grove" branded regular and decaffeinated coffee by the cup and a limited selection of quality organic, low fat, low/no sugar, low/reduced

carbohydrate or "all natural" (not containing any preservatives) baked goods, and for no other purpose whatsoever other than as set forth above in this paragraph.

(c) The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

(d) The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder

commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefore is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record-keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the

Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Percentage Rent" shall mean, for each annual period, (1) for Space No. 36, fifteen percent (15%) of all gross receipts up to and including One Million Dollars ($1,000,000.00), payable in monthly installments, and sixteen percent (16%) of all gross receipts in excess of One Million Dollars ($1,000,000.00); and (2) for Space No. 50, fifteen percent (15%) of all gross receipts up to and including One Million Dollars ($1,000,000.00), payable in monthly installments, and sixteen percent (16%) of all gross receipts in excess of One Million Dollars ($1,000,000.00).

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent (1) for Space No. 36, at the rate of Eighty-six Thousand Dollars and No Cents ($86,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Seven Thousand One Hundred Sixty-six Dollars and Sixty-seven Cents ($7,166.67), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit; and (2) for Space No. 50, at the rate of Eighty-nine Thousand Dollars and No Cents ($89,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Seven Thousand Four Hundred Sixteen Dollars and Sixty-seven Cents ($7,416.67), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit.

(ii) If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Emplacements, pursuant to the terms of the Sublease.

(v) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(vi) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, storage premises rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority a monthly percentage rent, calculated in accordance with paragraph (e) of this Special Endorsement.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage(s) stated in paragraph (a) (v) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentages applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentage(s) set forth in paragraph (a) (v) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable monthly installment of Guaranteed Rent, established for the monthly period, or (B) the applicable percentages set forth in paragraph (a) (v) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Guaranteed Rent established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable monthly installment of Guaranteed Rent, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Guaranteed Rent, less the total of all percentage rent payments previously made for such annual period. At any time that the amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the

percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated annual Guaranteed Rent established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) June 22, 2010.

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

"Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination. In the event the Port Authority exercises it right to revoke this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation, including without limitation any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Permit including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Permit."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

Special Endorsements

"If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(e) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

"In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(h) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(i) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

(ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".

Special Endorsements

(iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(j) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

5. The Permittee in its own name as insured and including the Port Authority as an additional insured, shall maintain and pay the premiums during the effective period of the Permit on a policy or policies of Commercial General Liability Insurance, including premises-operations and products-completed operations and covering bodily-injury liability, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the limit set forth below:

	Minimum Limits
Commercial General Liability Insurance	
Combined single limit per occurrence for death, bodily injury and property damage liability:	$2,000,000.00

In the event the Permittee maintains the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured, except for the Workers' Compensation and Employers Liability Insurance policies, to the full extent of all such insurance in accordance with all terms and provisions of the Permit, including without limitation this Insurance Schedule.

(b) Each policy of insurance, except for the Workers' Compensation and Employers Liability Insurance policies, shall also contain an ISO standard "separation of insureds" clause or a cross liability endorsement providing that the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority and any claim or action against the Port Authority by the Permittee, as if the Port Authority were the named insured thereunder, but such clause or endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured. Each policy of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Permittee under Section 7 of the Terms and Conditions of the Permit.

(c) All insurance coverages and policies required under this Insurance Schedule may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the period of permission under the Permit. The Port Authority may, at any such time, require additions, deletions, amendments or modifications to the above-scheduled insurance requirements, or may require such other and

additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required and the Permittee shall promptly comply therewith.

(d) Each policy must be specifically endorsed to provide that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each policy shall contain a provision or endorsement that the insurer "shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority." The foregoing provisions or endorsements shall be recited in each policy or certificate to be delivered pursuant to the following paragraph (e).

(e) A certified copy of each policy or a certificate or certificates of insurance evidencing the existence thereof, or binders, shall be delivered to the Port Authority upon execution and delivery of the Permit by the Permittee to the Port Authority. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate of insurance. Any renewal policy shall be evidenced by a renewal certificate of insurance delivered to the Port Authority at least thirty (30) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the Permit. The aforesaid insurance shall be written by a company or companies approved by the Port Authority. If at any time any insurance policy shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policy shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each policy shall be delivered to or made available for inspection by the Port Authority.

(f) The foregoing insurance requirements shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Permittee under the Permit. The foregoing insurance requirements shall not constitute a representation or warranty as to the adequacy of the required coverage to protect the Permittee with respect to the obligations imposed on the Permittee by the Permit or any other agreement or by law.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and

remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

(g) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, not unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(2) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(3) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to and assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or

others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of an payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority , and payable in the Port of New York District in the amount of Forty-four Thousand Dollars and No Cents ($44,000.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority,

including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to waiver of any default by the Permittee under the terms of this Permit and all remedies of the Permit and of the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit

(b) The Permittee hereby certifies that its Federal Tax Identification Number is or the purposes of this Special Endorsement.

(c) The Permittee acknowledges and agrees that the Port Authority reserves the right, at its sole discretion, to adjust at any time and from time to time upon fifteen (15) days notice to the Permittee, the security deposit amount as set forth in paragraph (a). Not later than the effective date set forth in said notice the Permittee shall deposit with the Port Authority the new security deposit amount as set forth in and in such form as requested by said notice which new amount (including without limitation an amendment to or a replacement of the letter of credit) shall thereafter constitute the security deposit subject to this Special Endorsement.

13. The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement or any management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23. The Permittee agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreement. Further, the Permittee agrees to comply with the terms and provisions of Schedule G, attached hereto and hereto made a part hereof.

14. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under this Permit, the Permittee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Permittee recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Permittee shall immediately give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all impending or existing labor-related disruptions and the progress thereof.

Special Endorsements

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Permittee at the Terminal, or against its operations thereat pursuant to this Permit, which in the opinion of the Port Authority (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(b) Labor peace agreement. The Permittee represents that, prior to or upon entering into this Supplemental Agreement, it has delivered to the Port Authority evidence of a signed labor peace agreement, in the form attached hereto as Exhibit X or, in the event Exhibit X is inapplicable, then a signed officer's certification to such effect in the required form provided by the Port Authority.

(c) Employee Retention. If the Permittee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Space (the "Predecessor Concession"), the Permittee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Permittee at the Space. The foregoing requirement shall be subject to the Permittee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Permitte shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space. The Port Authority shall have the right to demand from the Permittee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision. In the event the Permittee fails to comply with this provision, the Port Authority have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(d) Applicability of Provision. The provisions of this section shall apply to concession operators which employ ten (10) or more persons at the Space.

15. In the event that upon conducting an examination and audit the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount

of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge(s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority to payment of any late charge(s) or other service charge(s) payable under the provisions of this paragraph with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid hereunder. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to terminate this Permit; or (ii) any obligations of the Airline under this Permit.

OAC
For the Port Authority

Initialed:

For the Permittee

KG
For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

The Grove, Inc. (the "Company") has complied with Board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:	FOR THE UNION:
THE GROVE, INC.	[Insert Name of Labor Organization]
BY:_____	BY:_____
DATE:_____	DATE:_____

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

In accordance with regulations of the US Department of Transportation 49 CFR Part 23, the Port Authority has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE) program under which qualified firms may have the opportunity to operate an airport business. The Port Authority has established an ACDBE participation goal, as measured by the total estimated annual gross receipts for the overall concession program. The goal is modified from time to time and posted on the Port Authority's website: www.panynj.gov.

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. The Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint ventures in which ACDBEs control a distinct portion of the joint venture business and/or purchase of goods and services from ACDBEs. In connection with the aforesaid good faith efforts, as to those matters contracted out by the Concessionaire in its performance of this agreement, the Concessionaire shall use, to the maximum extent feasible and consistent with the Concessionaire's exercise of good business judgment including without limit the consideration of cost competitiveness, a good faith effort to meet the Port Authority's goals. Information regarding specific good faith steps can be found in the Port Authority's ACDBE Program located on its above-referenced website. In addition, the Concessionaire shall keep such records as shall enable the Port Authority to comply with its obligations under 49 CFR Part 23 regarding efforts to offer opportunities to ACDBEs.

Qualification as an ACDBE

To qualify as an ACDBE, the firm must meet the definition set forth below and be certified by the New York State or New Jersey Uniform Certification Program (UCP). The New York State UCP directory is available on-line at www.nysucp.net and the New Jersey UCP at www.njucp.net.

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed $47.78 million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of

part 23 is $750,000.

The ACDBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Port Authority makes a rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged":

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the Port Authority, as a certifying partner in the New York State and New Jersey UCPs will determine whether the individual is socially or economically disadvantaged under the criteria established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

1. Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP

directories but which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee, the term Concessionaire shall mean the Lessee herein. In the event the signatory to this agreement is a Sublessee of a Port Authority Lessee, the term Concessionaire shall mean the Sublessee herein.

OAC
For the Port Authority

Initialed: MD
For the Permittee

KG
For the Airline

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

[Insert Name of Tenant's Company] (the "Company") has complied with board Resolution "All Airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:
THE GROVE INC
[Insert Name of Company]
BY: [signature]
DATE: 2.4.11

FOR THE UNION:
[Insert Name of Labor Organization]
BY: [signature]
DATE: 2/3/2011

AMALGAMATED, INDUSTRIAL AND
TOY & NOVELTY WORKERS OF AMERICA
LOCAL 223, AFL-CIO
147 EAST 28th STREET
NEW YORK, N.Y. 10010

Form F - Privilege, All Facilities
12/4/73

:For Port Authority Use Only :
ANB-314

AVIATION DEPT.
FILE COPY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 Park Avenue South
New York, New York 10003

PRIVILEGE PERMIT

The Port Authority of New York and New Jersey (herein called the "Port Authority") hereby grants to the Permittee hereinafter named the hereinafter described privilege at the Port Authority Facility hereinafter named, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee or fees hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. **FACILITY: Newark International Airport**
2. **PERMITTEE: TEAHOUSE OF NEW JERSEY, INC.,** a corporation organized under the laws of the State of New Jersey.
3. **PERMITTEE'S ADDRESS:** 134-19 33rd Avenue
   Flushing, New York 11354
4. **PERMITTEE'S REPRESENTATIVE:** Mr. Ben Wong
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** May 14, 2002
8. **EXPIRATION DATE:** December 31, 2009, or the seventh anniversary of the Rent Commencement Date, whichever is later, unless sooner revoked as provided in Section 1 of the following Terms and Conditions.
9. **ENDORSEMENTS: 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 21.1, 23.1, 28 and SPECIAL**

Dated: As of May 14, 2002

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

APPROVED: FORM | TERMS

By _____
FRANCIS A. DIMOLA
ASSISTANT DIRECTOR
AVIATION DEPT.

(Title) _____

CONSENTED AND AGREED TO
BY CONTINENTAL AIRLINES, INC.
as of May 14, 2002

By _____
Vice President of Corporate Real Estate
(Title) ~~& Environmental Affairs President~~
Holden Shannon

TEAHOUSE OF NEW JERSEY, INC.
Permittee

By _____
BEN WONG

(Title) President

TERMS AND CONDITIONS

1. The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty days' written notice, by the Port Authority or terminated without cause, upon thirty days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four hours' notice if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees. Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

2. The rights granted hereby shall be exercised

(a) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,

(b) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, and employees,

(c) if the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees, or

(d) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees;

and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other person, corporation or legal entity. The Permittee shall not assign or transfer this Permit or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

4. The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the written approval of the Manager of the Facility. The Port Authority shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

6. (a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Permittee in performing or observing any term or provision of this Permit, or out of the operations of the Permittee, its officers, employees or persons who are doing business with the Permittee arising out of or in connection with the activities permitted hereunder, or arising out of the acts or omissions of the Permittee, its officers or employees at the Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

7. The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations hereunder. The Permittee shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

(a) The term "Executive Director" shall mean the person or persons from time to-time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee, it shall mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

(b) The terms "Manager of the Facility" or "General Manager of the Facility" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Manager or General Manager (or temporary or Acting Manager or General Manager) of the Facility for the time being, or his duly designated representative or representatives.

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail-addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

15. The Permittee agrees to be bound by and comply with the provisions of all endorsements annexed to the Permit at the time of issuance.

16. Neither the Commissioners of the Port Authority nor any officer, agent or employee thereof, shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

17. This Permit, including the attached endorsements and exhibits, if any, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof and may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

(a) Use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(b) Not divert or cause or allow to be diverted, any business from the Airport;

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anywise connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

STANDARD ENDORSEMENT NO. 4.1
MERCHANDISE AND/OR SERVICES
All Airports
7/21/49

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

STANDARD ENDORSEMENT NO. 6.1
All Installations
3/28/49

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority/s rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefore at the Airport;

(b) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(c) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

As used in the above subsections "service" shall include furnishing of parts, materials and supplies (including sale thereof).

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Permittee of the promises and obligations contained in this Permit is therefore a special consideration and inducement to the issuance of this Permit by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Permit, the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Endorsement in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons including the United States of America resulting from the Permittee's noncompliance with any of the provisions of this Endorsement and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee.

The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Airport including any Space covered by this Permit, or for the safe and efficient operation of the Airport including any Space covered by this Permit. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five days before the Permittee shall be required to comply therewith.

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

Notwithstanding any other provision of this Permit, the permission hereby granted shall in any event terminate with the expiration or termination of the lease of Newark International Airport from the City of Newark to the Port Authority under the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex on October 30, 1947 in Book E-110 of Deeds at pages 242, et seq. No greater rights and privileges are hereby granted to Permittee than the Port Authority has power to grant under said agreement as supplemented or amended as aforesaid.

"Newark International Airport" or "Airport" shall mean the land and premises in the County of Essex and State of New Jersey, which are westerly of the right of way of the Central Railroad of New Jersey and are shown upon the exhibit attached to the said agreement between the City and the Port Authority and marked "Exhibit A", as contained within the limits of a line of crosses appearing on said exhibit and designated "Boundary of terminal area in City of Newark", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

The Port Authority has agreed by a provision in its agreement of lease with the City covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City and of it various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

STANDARD ENDORSEMENT NO. 19.3
PARTICULAR FACILITY
Newark International Airport
03/15/74

(1) The Permittee in its own name as assured shall secure and pay the premium or premiums for such of the following policies of insurance with respect to which minimum limits are fixed in the schedule below. Each such policy shall be maintained in at least the limit fixed with respect thereto, shall cover the operations of the Permittee under this Permit, and shall be effective throughout the effective period:

SCHEDULE

	Policy	Minimum Limit
(a)	Commercial general liability insurance (to include contractual liability endorsement)	
	(1) Bodily-injury liability:	
	For injury or wrongful death to one person:	$2,000,000.00
	For injury or wrongful death to more than one person in any one occurrence:	$2,000,000.00
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$2,000,000.00
	(3) Products liability:	$ 2,000,000.00
(b)	Automotive liability insurance:	
	(1) Bodily-injury liability	
	For injury or wrongful death to one person:	$ n/a
	For injury or wrongful death to more than one person in any one occurrence:	$ n/a
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$n/a
(c)	Plate and mirror glass insurance, covering all plate and mirror glass in the premises, and the lettering, signs, or decorations, if any, on such plate and mirror glass:	$ n/a
(d)	Boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$ n/a
(e)	"Additional Interest" policy of boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$ n/a

(2) The Port Authority shall be named as an additional insured in any policy of liability insurance required by this Endorsement, unless the Port Authority shall, at any time during the effective period of this Permit, direct otherwise in writing, in which case the Permittee shall cause the Port Authority not to be so named.

(3) Every policy of insurance on property other than that of the Permittee required by this Endorsement shall name the Port Authority as the owner of property, unless the Space is located in an area as to which the Port Authority is itself a lessee, in which case the Port Authority shall be named as the lessee and the owner shall be named as the owner, and the policy shall be endorsed substantially as follows:

> "Loss, if any, under this policy, as to the interest of the owner and as to the interest of the Port Authority of New York and New Jersey, shall be adjusted solely with the Port Authority, and all proceeds under this policy shall be paid solely to the Port Authority."

(4) The "Additional Interest" policy of boiler and machinery insurance required by this Endorsement shall provide protection under Sections 1 and 2 only of the Insuring Agreements of the form of policy approved for use as of the date hereof by the National Bureau of Casualty Underwriters, New York, New York.

(5) As to any insurance required by this Endorsement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority within ten (10) days after the execution of this Permit. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving ten (10) days' written notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, of if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

(6) Each policy of insurance required by this Endorsement shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deposit with the Port Authority (and shall keep deposited throughout the effective period of the permission under this Permit) the sum of Thrity-eight Thousand Dollars and No Cents ($38,000.00)
either in cash, or bonds of the United States of America, or of the State of New Jersey, or of the State of New York, or of the Port Authority of New York and New Jersey, having a market value of that amount, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed. Bonds qualifying for deposit hereunder shall be in bearer form but if bonds of that issue were offered only in registered form, then the Permittee may deposit such bonds or bonds in registered form, provided, however, that the Port Authority shall be under no obligation to accept such deposit of a bond in registered form unless such bond has been re-registered in the name of the Port Authority (the expense of such re-registration to be borne by the Permittee) in a manner satisfactory to the Port Authority. The Permittee may request the Port Authority to accept a registered bond in the Permittee's name and if acceptable to the Port Authority the Permittee shall deposit such bond together with an irrevocable bond power (and such other instruments or other documents as the Port Authority may require) in form and substance satisfactory to the Port Authority. In the event the deposit is returned to the Permittee any expenses incurred by the Port Authority in re-registering a bond to the name of the Permittee shall be borne by the Permittee. In addition to any and all other remedies available to it, the Port Authority shall have the right, at its option, at any time and from time to time, with or without notice, to use the deposit or any part thereof in whole or partial satisfaction of any of its claims or demands against the Permittee. There shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of the deposit itself shall cure any default or breach of this Agreement on the part of the Permittee. With respect to any bonds deposited by the Permittee, the Port Authority shall have the right, in order to satisfy any of its claims or demands against the Permittee, to sell the same in whole or in part, at any time, and from time to time, with or without prior notice at public or private sale, all as determined by the Port Authority, together with the right to purchase the same at such sale free of all claims, equities or rights of redemption of the Permittee. The Permittee hereby waives all right to participate therein and all right to prior notice or demand of the amount or amounts of the claims or demands of the Port Authority against the Permittee. The proceeds of every such sale shall be applied by the Port Authority first to the costs and expenses of the sale (including but not limited to advertising or commission expenses) and then to the amounts due the Port Authority from the Permittee. Any balance remaining shall be retained in cash toward bringing the deposit to the sum specified above. In the event that the Port Authority shall at any time or times so use the deposit, or any part thereof, or if bonds shall have been deposited and the market value thereof shall have declined below the above-mentioned amount, the Permittee shall,

on demand of the Port Authority and within two (2) days thereafter, deposit with the Port Authority additional cash or bonds so as to maintain the deposit at all times to the full amount above stated, and such additional deposits shall be subject to all the conditions of this Standard Endorsement. After the expiration or earlier revocation or termination of the effective period of the permission under this Permit, and upon condition that the Permittee shall then be in no wise in default under any part of this Permit, and upon written request therefor by the Permittee, the Port Authority will return the deposit to the Permittee less the amount of any and all unpaid claims and demands (including estimated damages) of the Port Authority by reason of any default or breach by the Permittee of this Permit or any part thereof. The Permittee agrees that it will not assign or encumber the deposit. The Permittee may collect or receive any interest or income earned on bonds and interest paid on cash deposited in interest-bearing bank accounts, less any part thereof or amount which the Port Authority is or may hereafter be entitled or authorized by law to retain or to charge in connection therewith, whether as or in lieu of an administrative expense, or custodial charge, or otherwise; provided, however, that the Port Authority shall not be obligated by this provision to place or to keep cash deposited hereunder in interest-bearing bank accounts.

If any type of strike or other labor activity is directed against the Permittee at the Facility or against any operations pursuant to this Permit resulting in picketing or boycott for a period of at least forty-eight (48) hours which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Facility or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this Permit effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

SPECIAL ENDORSEMENTS

1. (a) By agreement of lease, dated as of January 11, 1985 bearing Port Authority file No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease") the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of May 14, 2002 (hereinafter called the "Sublease"), under which the Permittee has agreed to operate certain consumer services in a location the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate a first-class food and beverage concession at the Terminal offering the sale of freshly-prepared Asian fast food items and assorted non-alcoholic beverages, and for no other purpose whatsoever.

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The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information)), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sums set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder

commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees and other individuals employed at the Airport; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record- keeping system; (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business; and (k) complimentary meals given by Permittee to its own employees or customary discounts given by the Permittee on sales of food and beverage products or services to Permittee's employees, if separately stated, and limited to amount to not more than one percent (1%) of Permittee's gross receipts per lease month.

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For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Annual Exemption Amount" shall mean, for the period from the Rent Commencement Date through December 31, 2009, both dates inclusive, the sum of One Million Thirteen Thousand Three Hundred Thirty-three Dollars and Thirty-three Cents ($1,013,333.33) per annum as the same may be reduced by the operation of the proration provisions hereof and as the same may be adjusted pursuant to the Sublease. The Monthly Exemption Amount shall mean Eighty-four Thousand Four Hundred Forty-four Dollars and Forty-four Cents ($84,444.44).

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent for the period from the Rent Commencement Date through December 31, 2009, both dates inclusive, at the rate of One Hundred Fifty-two Thousand Dollars and No Cents ($152,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Twelve Thousand Six Hundred Sixty-six Dollars and Sixty-seven Cents ($12,666.67) on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during such period. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Enplanements, pursuant to the terms of the Sublease.

(ii) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(iii) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, storage premises rent, or other concession operator

payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable)) be remitted on its behalf directly, and payable to, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority an annual percentage rent equivalent to the PA Share of the sum of fifteen percent (15%) of all gross receipts of the Permittee in excess of the Monthly Exemption Amount arising during the period from the Rent Commencement Date through December 31, 2009, both dates inclusive.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage stated in paragraph (c) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentage applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentage set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable Monthly Exemption Amounts, established for the monthly period, or (B) the applicable percentage set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Annual Exemption Amount, established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable Monthly Exemption Amount, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Annual Exemption Amount, less the total of all percentage rent payments

previously made for such annual period. At any time that a Monthly Exemption Amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand.

In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permitee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated Annual Exemption Amount established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

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3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) ninety (90) days following delivery of the Space to the Permittee or

(c) January 1, 2003,

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. The Permittee shall be required to make a minimum initial capital investment (excluding furniture, fixtures and equipment) to ready the Space for initial occupancy and operations in an amount equal to Two Hundred Dollars and No Cents ($200.00) per square foot. Nothing herein shall reduce the Permittee's obligations to comply with the Port Authority's Tenant Alteration and Application process and the Airline's design specifications and standards, nor reduce any obligation of the Permittee under the Sublease to maintain, improve or refurbish the Space during the term of the subletting.

5. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

> "Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any

portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

> "If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(e) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark International Airport and/or the Terminal.

(g) The last sentence of the first paragraph of Section 8 was deleted and the following clause shall be deemed to have been added to the first sentence of the said first paragraph: "or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier."

(h) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

> "In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

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(i) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(j) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

(ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".

(iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(k) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

(l) Notwithstanding the provisions of Standard Endorsement 21.1 annexed to this Permit, the Port Authority (as well as the Airline and the Manager) shall be named as an additional insured in any policy of liability insurance required by the provisions of this Permit and each such policy of insurance so required shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(m) The policies referred to in Standard Endorsement 21.1 shall provide or contain an endorsement providing that:

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(i) the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority, and

(ii) the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Permittee shall be the same as the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person as if the Port Authority were the named insured thereunder, but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

(n) Without limiting the generality of the provisions of Standard Endorsement 23.1, the Permittee agrees that notwithstanding the sum stated to be the security deposit to be delivered to the Port Authority upon execution of this Permit, the security amount required hereunder shall at all times during the period of permission be an amount equal to at least three (3) months' Guaranteed Rent in cash or bonds (as described in said Standard Endorsement) or at least twelve (12) months' Guaranteed Rent in the form of a clean irrevocable letter of credit satisfactory to the Port Authority and, accordingly, such amount may change from time to time by notice to the Permittee during such period.

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the

Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this

shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder for which a rental or other fee is payable by the Permittee, (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority twenty percent (20%) of all amounts payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline. Payment shall be made consistent with Special Endorsement No. 2 (b) (iii).

(g) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) The abatement of Guaranteed Rent and Additional Rent provided in Section 6.03 of the Sublease shall not apply with respect to the PA Share of such Guaranteed Rent and Additional Rent.

(2) The abatement of Guaranteed Rent and Additional Rent provided in Section 17.01 of the Sublease shall not apply with respect to the PA Share of such Guaranteed Rent and Additional Rent.

(3) The abatement of Guaranteed Rent and Additional Rent provided in Section 27.34 of the Sublease shall not apply with respect to the PA Share of such Guaranteed Rent and Additional Rent.

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and

privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of any payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. The Permittee hereby certifies that its I.R.S. Employer Identification Number is . . for the purposes of Standard Endorsement No. 23.1.

For the Port Authority

Initialed:

For the Permittee

For the Airline

Form F - Privilege, All Facilities
12/4/73

:For Port Authority Use Only :
: ANB-945 :

AVIATION DEPT.
FILE COPY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 Park Avenue South
New York, New York 10003

PRIVILEGE PERMIT

The Port Authority of New York and New Jersey (herein called the "Port Authority") hereby grants to the Permittee hereinafter named the hereinafter described privilege at the Port Authority Facility hereinafter named, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee or fees hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. **FACILITY: Newark Liberty International Airport**
2. **PERMITTEE:** THE GROVE, INC., a company organized under the laws of the State of Louisiana.
3. **PERMITTEE'S ADDRESS:** 3 Westbrook Corporate Center
   Westchester, Illinois 60151
4. **PERMITTEE'S REPRESENTATIVE:** Michelle A. Dukler
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** As of March 19, 2008
8. **EXPIRATION DATE:** December 31, 2013, unless sooner revoked as provided in Section 1 of the following Terms and Conditions.
9. **ENDORSEMENTS: 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 21.1, 22, 28 and Exhibit X, Schedule G, and Specials**

Dated: As of March 19, 2008

Consented and Agreed to by
CONTINENTAL AIRLINES, INC.
As of March 19, 2008

By _____

Print Name Toby Enqvist Emp. #96158

(Title) Staff Vice President Global Real Estate Continental Airlines, Inc. President

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) Asst. Director, CCCMS

THE GROVE, INC
Permittee

By _____

Print Name Michelle Dukler

(Title) President & CEO

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:
SB	MJ

MLG/NEI

TERMS AND CONDITIONS

1. The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty days' written notice, by the Port Authority or terminated without cause, upon thirty days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four hours' notice if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same).Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

2. The rights granted hereby shall be exercised

(a) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,

(b) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, and employees,

(c) if the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees, or

(d) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees;

and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other person, corporation or legal entity. The Permittee shall not assign or transfer this Permit or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

4. The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the written approval of the Manager of the Facility. The Port Authority shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

6. (a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Permittee in performing or observing any term or provision of this Permit, or out of the operations of the Permittee, its officers, employees or persons who are doing business with the Permittee arising out of or in connection with the activities permitted hereunder, or arising out of the acts or omissions of the Permittee, its officers or employees at the Airport, including claims and

demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

7. The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations hereunder. The Permittee shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

(a) The term "Executive Director" shall mean the person or persons from time to-time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee, it shall mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

(b) The terms "Manager of the Facility" or "General Manager of the Facility" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Manager or General Manager (or temporary or Acting Manager or General Manager) of the Facility for the time being, or his duly designated representative or representatives.

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail or certified mail addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the

representative of the Permittee; and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

15. The Permittee agrees to be bound by and comply with the provisions of all endorsements annexed to this Permit at the time of issuance.

16. No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

17. This Permit, including the attached endorsements and exhibits, if any, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof and may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

18. The Permittee hereby waives its right to trial by jury in any action that may hereafter be instituted by the Port Authority against the Permittee in respect of the permission granted hereunder and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

19. Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Permittee shall continue to perform the privilege granted under this Permit, after the expiration, revocation or termination of the effective period of the permission granted under this Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination, and ending on the date that the Permittee shall cease to perform the privilege at the Airport under the Permit, equal to twice the sum of the monthly fee under the Permit. Nothing herein contained shall give, or be deemed to give, the Permittee any right to continue to perform the privilege granted under this Permit at the Airport after the expiration, revocation or termination of the effective period of the permission granted under

the Permit. The Permittee acknowledges that the failure of the Permittee to cease to perform the privilege at the Airport from and after the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss. The Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

(a) Use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(b) Not divert or cause or allow to be diverted, any business from the Airport;

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anyway connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of

such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

4. Effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event that upon conducting an examination and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefor at the Airport;

(b) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(c) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

As used in the above subsections "service" shall include furnishing of parts, materials and supplies (including sale thereof).

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Permittee of the promises and obligations contained in this Permit is therefore a special consideration and inducement to the issuance of this Permit by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Permit, the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Endorsement in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons, including the United States of America, resulting from the Permittee's noncompliance with any of the provisions of this Endorsement, and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material

may be placed therein; said receptacles being provided and maintained by the Permittee. The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Airport, including any Space covered by this Permit, or for the safe and efficient operation of the Airport, including any Space covered by this Permit. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five (5) days before the Permittee shall be required to comply therewith.

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

Notwithstanding any other provision of this Permit, the permission hereby granted shall in any event terminate with the expiration or termination of the lease of Newark Liberty International Airport from the City of Newark to the Port Authority under the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex on October 30, 1947 in Book E-110 of Deeds at pages 242, et seq. No greater rights and privileges are hereby granted to Permittee than the Port Authority has power to grant under said agreement as supplemented or amended as aforesaid.

"Newark Liberty International Airport" or "Airport" shall mean the land and premises in the County of Essex and State of New Jersey, which are westerly of the right of way of the Central Railroad of New Jersey and are shown upon the exhibit attached to the said agreement between the City and the Port Authority and marked "Exhibit A", as contained within the limits of a line of crosses appearing on said exhibit and designated "Boundary of terminal area in City of Newark", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

The Port Authority has agreed by a provision in its agreement of lease with the City covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City and of it various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

(1) The Permittee in its own name as assured shall secure and pay the premium or premiums for such of the following policies of insurance with respect to which minimum limits are fixed in the schedule below. Each such policy shall be maintained in at least the limit fixed with respect thereto, shall cover the operations of the Permittee under this Permit, and shall be effective throughout the effective period:

SCHEDULE

	Policy	Minimum Limit
(a)	Commercial general liability insurance (to include contractual liability endorsement)	
	(1) Bodily-injury liability:	
	For injury or wrongful death to one person:	$2,000,000.00
	For injury or wrongful death to more than one person in any one occurrence:	$2,000,000.00
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$2,000,000.00
	(3) Products liability:	$2,000,000.00
	(4) Liquor Liability:	$
(b)	Automotive liability insurance:	
	(1) Bodily-injury liability	
	For injury or wrongful death to one person:	$
	For injury or wrongful death to more than one person in any one occurrence:	$
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$
(c)	Plate and mirror glass insurance, covering all plate and mirror glass in the premises, and the lettering, signs, or decorations, if any, on such plate and mirror glass:	$
(d)	Boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$
(e)	"Additional Interest" policy of boiler and machinery	

insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space: $

(2) The Port Authority shall be named as an additional insured in any policy of liability insurance required by this Endorsement, unless the Port Authority shall, at any time during the effective period of this Permit, direct otherwise in writing, in which case the Permittee shall cause the Port Authority not to be so named.

(3) Every policy of insurance on property other than that of the Permittee required by this Endorsement shall name the Port Authority as the owner of property, unless the Space is located in an area as to which the Port Authority is itself a lessee, in which case the Port Authority shall be named as the lessee and the owner shall be named as the owner, and the policy shall be endorsed substantially as follows:

> "Loss, if any, under this policy, as to the interest of the owner and as to the interest of the Port Authority of New York and New Jersey, shall be adjusted solely with the Port Authority, and all proceeds under this policy shall be paid solely to the Port Authority."

(4) The "Additional Interest" policy of boiler and machinery insurance required by this Endorsement shall provide protection under Sections 1 and 2 only of the Insuring Agreements of the form of policy approved for use as of the date hereof by the National Bureau of Casualty Underwriters, New York, New York.

(5) As to any insurance required by this Endorsement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority within ten (10) days after the execution of this Permit. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving ten (10) days' written notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, of if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

(6) Each policy of insurance required by this Endorsement shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters and the New York Fire Insurance Exchange, or if the Permittee's operations hereunder are in New Jersey, the National Board of Fire Underwriters and The Fire Insurance Rating Organization of N.J., and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Endorsement, any fire insurance, extended coverage or rental insurance rate on the Airport or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

The Permittee shall not do or permit to be done any act which

(a) will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereon, or

(b) will increase the rate of any fire insurance, extended coverage or rental insurance on the Airport or any part thereof or upon the contents of any building thereon, or

(c) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or

(d) may cause or produce upon the Airport any unusual, noxious or objectionable smokes, gases, vapors or odors, or

(e) may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Airport, or

(f) shall constitute a nuisance in or on the Airport or which may result in the creation, commission or maintenance of a nuisance in or on the Airport.

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

If any type of strike or other labor activity is directed against the Permittee at the Facility or against any operations pursuant to this Permit resulting in picketing or boycott for a period of at least forty-eight (48) hours, which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Facility or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this Permit, effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

SPECIAL ENDORSMENTS

1. (a) By agreement of lease, dated as of January 11, 1985 bearing Port Authority file No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease") the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of March 19, 2008 (hereinafter called the "Sublease"), under which the Permittee has agreed to operate certain consumer services in locations the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate at the Terminal a first-class food and beverage concession providing for serving the following food and beverage products: (i) the operation of a Grove Natural Snack concept offering bulk natural snack foods including candies, nuts, dried fruits, pretzels, power bars, bottled water, bottled fruit juices and ice teas, organic coffees, miscellaneous bakery items, organic coffees by the pound (for off-premises consumption), gift tins and gift packs of bulk natural snack foods; and (ii) the operation of a Ciao

Bella Café concept offering a selection of gelatos, sorbets, smoothies, crepes, coffee, and bottled water, bottled fruit juices and ice teas as is typically sold in other stores operating under the trade name "The Grove & Ciao Bella Cafe"; and such other related products as may be consented to in advance by the Airline and the Port Authority and for no other purpose whatsoever.

(c) The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefore, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

(d) The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift

certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record- keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Annual Exemption Amount" shall mean the sum of Five Hundred Thousand Dollars and No Cents ($500,000.00) as the same may be reduced by the operation of the proration provisions hereof and as the same may be adjusted pursuant to the Sublease. The Monthly Exemption Amount shall equal one-twelfth of the Annual Exemption Amount.

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of Seventy-five Thousand Dollars and No Cents ($75,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Six Thousand Two Hundred Fifty Dollars and No Cents ($6,250.00), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit. If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Enplanements, pursuant to the terms of the Sublease.

(ii) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains

effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(iii) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority a monthly percentage rent equivalent to the PA Share equal to Fifteen percent (15%) of all gross receipts of the Permittee in excess of Fourty-one Thousand Six Hundred Sixty-six Dollars and Sixty-seven Cents ($41,666.67), the Monthly Exemption Amount, arising during the effective period of permission hereunder.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage(s) stated in paragraph (c) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentages applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentage(s) set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable Monthly Exemption Amount, established for the monthly period, or (B) the applicable percentages set forth in paragraph (c) of this Special Endorsement applied to the gross

receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Annual Exemption Amount, established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable Monthly Exemption Amounts, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Annual Exemption Amount, less the total of all percentage rent payments previously made for such annual period. At any time that the Monthly Exemption Amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated Annual Exemption Amount(s) established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

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(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) May 15, 2008,

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. The Permittee shall be required to make a minimum initial capital investment (excluding furniture, fixtures and equipment) to ready the Space for initial occupancy and operations in an amount equal to Two Hundred Dollars ($200) per square foot. Nothing herein shall reduce the Permittee's obligations to comply with the Port Authority's Tenant Alteration and Application process and the Airline's design specifications and standards, nor reduce any obligation of the Permittee under the Sublease to maintain, improve or refurbish the Space during the term of the subletting.

5. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

> "Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in

connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same). Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

"If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefore within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(e) Paragraph (a) of Section 6 of the foregoing Terms and Conditions shall be deemed deleted in its entirety and the following new paragraph (a) shall be substituted in lieu thereof:

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"(a) Without in any manner affecting the obligations of the Airline under the Airline Lease and under this Permit, and notwithstanding the terms and conditions of the Sublease, the Permittee shall make repairs and replacements in, at or about the Space as if it were the Airline under the Airline Lease. In addition, the Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, and the City of New York, from and against (and shall reimburse the Port Authority for its costs and expenses including attorneys' fees and other legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Permit by the Permittee or out of its operations under the Sublease or at the Space or out of the use or occupancy of the Space by the Permittee or others with its consent, or out of any other acts or omissions of the Permittee, its officers, employees, agents, representatives, contractors, members (in their capacity as members of the Permittee if it is a limited liability entity), managers (in their capacity as managers of the Permittee if it is a limited liability entity), partners (if Permittee is a partnership), customers, invitees and other persons who are doing business with the Permittee or who are at the Space or the Terminal with the consent of the Permittee, or out of any other acts or omissions of the Permittee, its officers and employees at the Airport including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Airline Lease) whereby the Port Authority has agreed to indemnify the City of New York against claims. However, all acts and omissions of the Permittee shall be deemed to be acts and omissions of the Airline under the Airline Lease and the Airline shall also be severally responsible therefore, including but not limited to the obligations of indemnification, repair and replacement."

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

"In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(h) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(i) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

(ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".

(iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(j) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

(k) Notwithstanding the provisions of Standard Endorsement 21.1 annexed to this Permit, the Port Authority (as well as the Airline and the Manager) shall be named as an additional insured in any policy of liability insurance required by the provisions of this Permit and each such policy of insurance so required shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(l) The policies referred to in Standard Endorsement 21.1 shall provide or contain an endorsement providing that:

(i) the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with

like effect with respect to any claim or action against the Permittee by the Port Authority, and

(ii) the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Permittee shall be the same as the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person as if the Port Authority were the named insured thereunder,

but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

(m) Without limiting the generality of the provisions of Standard Endorsement 23.1, the Permittee agrees that notwithstanding the sum stated to be the security deposit to be delivered to the Port Authority upon execution of this Permit, the security amount required hereunder shall at all times during the period of permission be an amount equal to at least three (3) months' Guaranteed Rent in cash or bonds (as described in said Standard Endorsement) or at least twelve (12) months' Guaranteed Rent in the form of a clean irrevocable letter of credit satisfactory to the Port Authority and, accordingly, such amount may change from time to time by notice to the Permittee during such period.

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been

consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

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(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

(g) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, not unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(2) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(3) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to an assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs,

alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of an payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority, and payable in the Port of New York District in the amount of Thirty-seven Thousand Five Hundred Dollars and No Cents ($37,500.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of

a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security hereunder. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made in accordance with the provisions of this Permit. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to constitute a waiver of any default by the Permittee under the terms of this Permit and all remedies of the Port Authority consequent upon such default shall not be affected by the existence of any recourse to any such letter of credit.

(b) The Permittee hereby certifies that its Federal Tax Identification Number is for the purposes of this Special Endorsement.

(c) The Permittee acknowledges and agrees that the Port Authority reserves the right, at its sole discretion, to adjust at any time and from time to time upon fifteen (15) days notice to the Permittee, the security deposit amount as set forth in paragraph (a). Not later than the effective date set forth in said notice the Permittee shall deposit with the Port Authority the new security deposit amount as set forth in and in such form as requested by said notice which new amount (including without limitation an amendment to or a replacement of the letter of credit) shall thereafter constitute the security deposit subject to this Special Endorsement.

13. This Permit is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. The Permittee agrees to include the

above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreement. Further, the Permittee agrees to comply with the terms and provisions of Schedule G, attached hereto and hereto made a part hereof.

14. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under this Permit, the Permittee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Permittee recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Permittee shall immediately give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all impending or existing labor-related disruptions and the progress thereof.

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Permittee at the Terminal, or against its operations thereat pursuant to this Permit, which in the opinion of the Port Authority (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(b) Labor peace agreement. The Permittee represents that, prior to or upon entering into this Supplemental Agreement, it has delivered to the Port Authority evidence of a signed labor peace agreement, in the form attached hereto as Exhibit X or, in the event Exhibit X is inapplicable, then a signed officer's certification to such effect in the required form provided by the Port Authority.

(c) Employee Retention. If the Permittee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Space (the "Predecessor Concession"), the Permittee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Permittee at the Space. The foregoing requirement shall be subject to the Permittee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Permitte shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space. The

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Port Authority shall have the right to demand from the Permittee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision. In the event the Permittee fails to comply with this provision, the Port Authority have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(d) Applicability of Provision. The provisions of this section shall apply to concession operators which employ ten (10) or more persons at the Space.

For the Port Authority

Initialed:

For the Permittee

For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

THE GROVE, INC. (the "Company") has complied with Board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY: THE GROVE, INC.	FOR THE UNION: [Insert Name of Labor Organization]
BY:_____	BY:_____
DATE:_____	DATE:_____

SCHEDULE G

Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation

In accordance with regulations of the US Department of Transportation 49 CFR Part 23, the Port Authority has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE) program under which qualified firms may have the opportunity to operate an airport business. The Port Authority has established an ACDBE participation goal, as measured by the total estimated annual gross receipts for the overall concession program. The goal is modified from time to time and posted on the Port Authority's website: www.panynj.gov.

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. The Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint ventures in which ACDBEs control a distinct portion of the joint venture business and/or purchase of goods and services from ACDBEs. In connection with the aforesaid good faith efforts, as to those matters contracted out by the Concessionaire in its performance of this agreement, the Concessionaire shall use, to the maximum extent feasible and consistent with the Concessionaire's exercise of good business judgment including without limit the consideration of cost competitiveness, a good faith effort to meet the Port Authority's goals. Information regarding specific good faith steps can be found in the Port Authority's ACDBE Program located on its above-referenced website. In addition, the Concessionaire shall keep such records as shall enable the Port Authority to comply with its obligations under 49 CFR Part 23 regarding efforts to offer opportunities to ACDBEs.

Qualification as an ACDBE

To qualify as an ACDBE, the firm must meet the definition set forth below and be certified by the New York State or New Jersey Uniform Certification Program (UCP). The New York State UCP directory is available on-line at www.nysucp.net and the New Jersey UCP at www.njucp.net.

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed $47.78 million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged

individuals who own it. The personal net worth standard used in determining eligibility for purposes of part 23 is $750,000.

The ACDBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Port Authority makes a rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged":

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the Port Authority, as a certifying partner in the New York State and New Jersey UCPs will determine whether the individual is socially or economically disadvantaged under the criteria

established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP directories but which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee, the term Concessionaire shall mean the Lessee herein.

OAC
For the Port Authority

Initialed:

MD
For the Permittee

TE
For the Airline

GROVE

Have fun, Live life, Eat right!

RECEIVED

SEP 30 2009

September 29, 2009

Arnold L. Mayersohn, Jr.
Associate General Counsel
Westfield
12312 Olive Blvd., Suite 625
St. Louis, MO 63141

RE: The Grove & Ciao Bella/Space Number 87
Port Authority Privilege Permit No. ANB-945

Dear Arnie,

At your request, please find enclosed three executed agreements of the Port Authority of New York and New Jersey Privilege Agreement, for Space 87 at Newark.

Please note this location employs less than 10 employees and does not anticipate employing ten or more employees. Therefore, a Labor Harmony Agreement is not applicable.

The Security Deposit and Certificate of Insurance were previously submitted to the Port in June 2008 when we submitted the original sublease documents. Please feel free to contact me if you need any additional information.

Sincerely,

Michelle Dukler
President and CEO
The Grove, Inc

cc: Phil Cappozi

The Grove, Inc.
3 Westbrook
Corporate Center
Suite 500
Westchester, IL 60154
(p) 708 • 531 • 1694
(f) 708 • 531 • 0619

AVIATION DEPT.
FILE COPY

Special Endorsements

Form F - Privilege, All Facilities

:For Port Authority Use Only :
: ANC-057 :

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 Park Avenue South
New York, New York 10003

PRIVILEGE PERMIT

The Port Authority of New York and New Jersey (herein called the "Port Authority") hereby grants to the Permittee hereinafter named the hereinafter described privilege at the Port Authority Facility hereinafter named, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee or fees hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. **FACILITY: Newark Liberty International Airport**
2. **PERMITTEE:** TRAVEL TIPS SALON, L.L.C., a limited liability company organized under the laws of the State of New Jersey
3. **PERMITTEE'S ADDRESS:** 165 Madison Avenue, Suite 302
   New York, New York 10016
4. **PERMITTEE'S REPRESENTATIVE:** Gina Stern
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** May 1, 2009
8. **EXPIRATION DATE:** March 30, 2013, subject to Special Endorsement No. 15 of this Permit, unless sooner revoked as provided in Section 1 of the following Terms and Conditions.
9. **ENDORSEMENTS:** 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 21.1, 22, Exhibit X, Schedule G, and Specials

Dated: As of May 1, 2009

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) Asst Director CCMS

Consented and Agreed to by
CONTINENTAL AIRLINES, INC.
as of May 1, 2009

By _____

(Title) ~~Sr Vice President~~ #96158 President
Global Real Estate
Continental Airlines, Inc

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:

MLG/NEI

TRAVEL TIPS SALON, LLC, Permittee

By: _____

Print Name: Gina Stern

Title: [redacted] Member/ Manager

TERMS AND CONDITIONS

1. The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty days' written notice, by the Port Authority or terminated without cause, upon thirty days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four hours' notice if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same).Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

2. The rights granted hereby shall be exercised

(a) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,

(b) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, and employees,

(c) if the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees, or

(d) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees;

and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other person, corporation or legal entity. The Permittee shall not assign or transfer this Permit or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

4. The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the written approval of the Manager of the Facility. The Port Authority shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

6. (a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Permittee in performing or observing any term or provision of this Permit, or out of the operations of the Permittee, its officers, employees or persons who are doing business with the Permittee arising out of or in connection with the activities permitted hereunder, or arising out of the acts or omissions of the Permittee, its officers or employees at the

Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

7. The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations hereunder. The Permittee shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

(a) The term "Executive Director" shall mean the person or persons from time to-time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee, it shall mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

(b) The terms "Manager of the Facility" or "General Manager of the Facility" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Manager or General Manager (or temporary or Acting Manager or General Manager) of the Facility for the time being, or his duly designated representative or representatives.

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail or certified mail addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most

recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

15. The Permittee agrees to be bound by and comply with the provisions of all endorsements annexed to this Permit at the time of issuance.

16. No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

17. This Permit, including the attached endorsements and exhibits, if any, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof and may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

18. The Permittee hereby waives its right to trial by jury in any action that may hereafter be instituted by the Port Authority against the Permittee in respect of the permission granted hereunder and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

19. Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Permittee shall continue to perform the privilege granted under this Permit, after the expiration, revocation or termination of the effective period of the permission granted under this Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination, and ending on the date that the Permittee shall cease to perform the privilege at the Airport under the Permit, equal to twice the sum of the monthly fee under the Permit. Nothing

herein contained shall give, or be deemed to give, the Permittee any right to continue to perform the privilege granted under this Permit at the Airport after the expiration, revocation or termination of the effective period of the permission granted under the Permit. The Permittee acknowledges that the failure of the Permittee to cease to perform the privilege at the Airport from and after the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss. The Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

(a) Use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(b) Not divert or cause or allow to be diverted, any business from the Airport;

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anyway connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port

Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

4. Effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event that upon conducting an examination and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefor at the Airport;

(b) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(c) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

As used in the above subsections "service" shall include furnishing of parts, materials and supplies (including sale thereof).

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Permittee of the promises and obligations contained in this Permit is therefore a special consideration and inducement to the issuance of this Permit by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Permit, the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Endorsement in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons, including the United States of America, resulting from the Permittee's noncompliance with any of the provisions of this Endorsement, and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee.

The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

The Permittee shall observe and obey (and compel its officers, employees. guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Airport, including any Space covered by this Permit, or for the safe and efficient operation of the Airport, including any Space covered by this Permit. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five (5) days before the Permittee shall be required to comply therewith.

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

Notwithstanding any other provision of this Permit, the permission hereby granted shall in any event terminate with the expiration or termination of the lease of Newark Liberty International Airport from the City of Newark to the Port Authority under the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex on October 30, 1947 in Book E-110 of Deeds at pages 242, et seq. No greater rights and privileges are hereby granted to Permittee than the Port Authority has power to grant under said agreement as supplemented or amended as aforesaid.

"Newark Liberty International Airport" or "Airport" shall mean the land and premises in the County of Essex and State of New Jersey, which are westerly of the right of way of the Central Railroad of New Jersey and are shown upon the exhibit attached to the said agreement between the City and the Port Authority and marked "Exhibit A", as contained within the limits of a line of crosses appearing on said exhibit and designated "Boundary of terminal area in City of Newark", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

The Port Authority has agreed by a provision in its agreement of lease with the City covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City and of it various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

(1) The Permittee in its own name as assured shall secure and pay the premium or premiums for such of the following policies of insurance with respect to which minimum limits are fixed in the schedule below. Each such policy shall be maintained in at least the limit fixed with respect thereto, shall cover the operations of the Permittee under this Permit, and shall be effective throughout the effective period:

SCHEDULE

	Policy	Minimum Limit
(a)	Commercial general liability insurance (to include contractual liability endorsement)	
	(1) Bodily-injury liability:	
	For injury or wrongful death to one person:	$2,000,000.00
	For injury or wrongful death to more than one person in any one occurrence:	$2,000,000.00
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$2,000,000.00
	(3) Products liability:	$2,000,000.00
	(1) Bodily-injury liability	
	For injury or wrongful death to one person:	$
	For injury or wrongful death to more than one person in any one occurrence:	$
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$
(c)	Plate and mirror glass insurance, covering all plate and mirror glass in the premises, and the lettering, signs, or decorations, if any, on such plate and mirror glass:	$
(d)	Boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$
(e)	"Additional Interest" policy of boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$

(2) The Port Authority shall be named as an additional insured in any policy of liability insurance required by this Endorsement, unless the Port Authority shall, at any time during the effective period of this Permit, direct otherwise in writing, in which case the Permittee shall cause the Port Authority not to be so named.

(3) Every policy of insurance on property other than that of the Permittee required by this Endorsement shall name the Port Authority as the owner of property, unless the Space is located in an area as to which the Port Authority is itself a lessee, in which case the Port Authority shall be named as the lessee and the owner shall be named as the owner, and the policy shall be endorsed substantially as follows:

> "Loss, if any, under this policy, as to the interest of the owner and as to the interest of the Port Authority of New York and New Jersey, shall be adjusted solely with the Port Authority, and all proceeds under this policy shall be paid solely to the Port Authority."

(4) The "Additional Interest" policy of boiler and machinery insurance required by this Endorsement shall provide protection under Sections 1 and 2 only of the Insuring Agreements of the form of policy approved for use as of the date hereof by the National Bureau of Casualty Underwriters, New York, New York.

(5) As to any insurance required by this Endorsement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority within ten (10) days after the execution of this Permit. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving ten (10) days' written notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, of if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

(6) Each policy of insurance required by this Endorsement shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters and the New York Fire Insurance Exchange, or if the Permittee's operations hereunder are in New Jersey, the National Board of Fire Underwriters and The Fire Insurance Rating Organization of N.J., and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Endorsement, any fire insurance, extended coverage or rental insurance rate on the Airport or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

The Permittee shall not do or permit to be done any act which

(a) will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereon, or

(b) will increase the rate of any fire insurance, extended coverage or rental insurance on the Airport or any part thereof or upon the contents of any building thereon, or

(c) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or

(d) may cause or produce upon the Airport any unusual, noxious or objectionable smokes, gases, vapors or odors, or

(e) may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Airport, or

(f) shall constitute a nuisance in or on the Airport or which may result in the creation, commission or maintenance of a nuisance in or on the Airport.

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

Travel Tips Salon, L.L.C. (the "Company") has complied with Board Resolution "All airports - Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:	FOR THE UNION:
TRAVEL TIPS SALON, L.L.C.	[Insert Name of Labor Organization]
BY:_____	BY:_____
DATE:_____	DATE:_____

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

In accordance with regulations of the US Department of Transportation 49 CFR Part 23, the Port Authority has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE) program under which qualified firms may have the opportunity to operate an airport business. The Port Authority has established an ACDBE participation goal, as measured by the total estimated annual gross receipts for the overall concession program. The goal is modified from time to time and posted on the Port Authority's website: www.panynj.gov.

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. The Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint ventures in which ACDBEs control a distinct portion of the joint venture business and/or purchase of goods and services from ACDBEs. In connection with the aforesaid good faith efforts, as to those matters contracted out by the Concessionaire in its performance of this agreement, the Concessionaire shall use, to the maximum extent feasible and consistent with the Concessionaire's exercise of good business judgment including without limit the consideration of cost competitiveness, a good faith effort to meet the Port Authority's goals. Information regarding specific good faith steps can be found in the Port Authority's ACDBE Program located on its above-referenced website. In addition, the Concessionaire shall keep such records as shall enable the Port Authority to comply with its obligations under 49 CFR Part 23 regarding efforts to offer opportunities to ACDBEs.

Qualification as an ACDBE

To qualify as an ACDBE, the firm must meet the definition set forth below and be certified by the New York State or New Jersey Uniform Certification Program (UCP). The New York State UCP directory is available on-line at www.nysucp.net and the New Jersey UCP at www.njucp.net.

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed $47.78 million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of

part 23 is $750,000.

The ACDBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Port Authority makes a rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged":

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the Port Authority, as a certifying partner in the New York State and New Jersey UCPs will determine whether the individual is socially or economically disadvantaged under the criteria established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP directories but

which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee, the term Concessionaire shall mean the Lessee herein.

Initialed:

For the Port Authority

For the Permittee

For the Airline

Special Endorsements

1. (a) By agreement of lease, dated as of January 11, 1985 bearing Port Authority file No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease") the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of January 26, 2009(hereinafter, called the "Sublease"), under which the Permittee has agreed to operate certain consumer services in locations the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate a salon concession at the Terminal, using the trade name "d_parture Spa", for the purpose of the following services at a minimum: manicures, pedicures, and massages. The Permittee may also provide other services typically provided in first class day spa facilities such as makeovers, leg waxing, eyebrow shaping and other similar facial and body care services. In addition, the Permittee may also provide for the sale at retail of heath and beauty care products limited to cosmetics, skin care products, nail care products, hair care

products, foot care products, travel totes and bags and miscellaneous spa enhancing products, and for no other purpose whatsoever other than as set forth above in this paragraph.

(c) The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

(d) The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder

commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record- keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the

Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Annual Exemption Amount" shall mean the sum of Five Hundred Thousand Dollars and No Cents ($500,000.00) as the same may be reduced by the operation of the proration provisions hereof and as the same may be adjusted pursuant to the Sublease. The Monthly Exemption Amount shall equal one-twelfth of the Annual Exemption Amount.

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of Sixty-five Thousand Dollars and No Cents ($65,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Five Thousand Four Hundred Sixteen Dollars and Sixty-seven Cents ($5,416.67), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit. If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Enplanements, pursuant to the terms of the Sublease.

(ii) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(iii) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable) be remitted on its behalf directly, and payable, to

Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority an annual percentage rent equivalent to the PA Share of the sum, for each annual period, of thirteen percent (13%) of all gross receipts of the Permittee in excess of Forty-one Thousand Six Hundred Sixty-six Dollars and Sixty-seven Cents ($41,666.67) per month, arising during the effective period of permission hereunder.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage(s) stated in paragraph (c) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentages applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentages set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable Monthly Exemption Amount, established for the monthly period, or (B) the applicable percentages set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Annual Exemption Amount, established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable Monthly Exemption Amounts, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Annual Exemption Amount, less the total of all percentage rent payments previously made for such annual period. At any time that the Monthly Exemption Amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in

percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated Annual Exemption Amount(s) established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) May 1, 2009

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the

Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. The Permittee shall be required to make a minimum initial capital investment (excluding furniture, fixtures and equipment) to ready the Space for initial occupancy and operations in an amount equal to Two Hundred Dollars ($200) per square foot. Nothing herein shall reduce the Permittee's obligations to comply with the Port Authority's Tenant Alteration and Application process and the Airline's design specifications and standards, nor reduce any obligation of the Permittee under the Sublease to maintain, improve or refurbish the Space during the term of the subletting.

5. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

> "Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination. In the event the Port Authority exercises it right to revoke this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation, including without limitation any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Permit including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Permit."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

Special Endorsements

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

> "If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(e) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

> "In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(h) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

Special Endorsements

(i) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

(ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".

(iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(j) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

(k) Notwithstanding the provisions of Standard Endorsement 21.1 annexed to this Permit, the Port Authority (as well as the Airline and the Manager) shall be named as an additional insured in any policy of liability insurance required by the provisions of this Permit and each such policy of insurance so required shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(l) The policies referred to in Standard Endorsement 21.1 shall provide or contain an endorsement providing that:

(i) the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority, and

(ii) the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Permittee shall be the same as the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person as if the Port Authority were the named insured thereunder,

but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

(m) Without limiting the generality of the provisions of Standard Endorsement 23.1, the Permittee agrees that notwithstanding the sum stated to be the security deposit to be

delivered to the Port Authority upon execution of this Permit, the security amount required hereunder shall at all times during the period of permission be an amount equal to at least three (3) months' Guaranteed Rent in cash or bonds (as described in said Standard Endorsement) or at least twelve (12) months' Guaranteed Rent in the form of a clean irrevocable letter of credit satisfactory to the Port Authority and, accordingly, such amount may change from time to time by notice to the Permittee during such period.

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

(g) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) Notwithstanding anything to the contrary stated in Section(s) 2.08 of the Sublease, there shall be no abatement of the PA Share of rent payable under this Permit or the Sublease under the circumstances described in Section(s) 2.08.

Special Endorsements

(2) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, not unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(3) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(4) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to an assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of an payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines

by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deposit with the Port Authority (and shall keep deposited throughout the effective period of the permission under this Permit) the sum of Twenty Thousand Dollars and No Cents ($20,000.00) either in cash, or bonds of the United States of America, or of the State of New Jersey, or of the State of New York, or of the Port Authority of New York and New Jersey, having a market value of that amount, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed. Bonds qualifying for deposit hereunder shall be in bearer form but if bonds of that issue were offered only in registered form, then the Permittee may deposit such bonds or bonds in registered form, provided, however, that the Port Authority shall be under no obligation to accept such deposit of a bond in registered form unless such bond has been re-registered in the name of the Port Authority (the expense of such re-registration to be borne by the Permittee) in a manner satisfactory to the Port Authority. The Permittee may request the Port Authority to accept a registered bond in the Permittee's name and if acceptable to the Port Authority the Permittee shall deposit such bond together with an irrevocable bond power (and such other instruments or other documents as the Port Authority may require) in form and substance satisfactory to the Port Authority. In the event the deposit is returned to the Permittee any expenses incurred by the Port Authority in re-registering a bond to the name of the Permittee shall be borne by the Permittee. In addition to any and all other remedies available to it, the Port Authority shall have the right, at its option. at any time and from time to time, with or without notice, to use the deposit or any part thereof in whole or partial satisfaction of any of its claims or demands against the Permittee. There shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of the deposit itself shall cure any default or breach of this Agreement on the part of the Permittee. With respect to any bonds deposited by the Permittee, the Port Authority shall have the right. in order to satisfy any of its claims or demands against the Permittee, to sell the same in whole or in part, at any time, and from time to time, with or without prior notice at public or private sale, all as determined by the Port Authority, together with the right to purchase the same at such sale free of all claims, equities or rights of redemption of the Permittee. The Permittee hereby waives all right to participate therein and all right to prior notice or demand of the amount or amounts of the claims or demands of the Port Authority against the Permittee. The proceeds of every such sale shall be applied by the Port Authority first to the costs and expenses of the sale (including but not limited to advertising or commission expenses) and then to the amounts due the Port Authority from the Permittee. Any balance remaining shall be retained in cash toward bringing the deposit to the sum specified above. In the event that the Port Authority shall at any time or times so use the deposit, or any part thereof, or if bonds shall have been deposited and the market value thereof shall have declined below the above-mentioned amount, the Permittee shall, on demand of the Port Authority and within two (2) days thereafter, deposit with the Port Authority additional cash or bonds so as to maintain the deposit at all times to the full amount above stated, and such additional deposits shall be subject to all the conditions of this Standard Endorsement. After the expiration or earlier revocation or termination of the effective period of the permission under this Permit, and upon condition that the Permittee shall then be in no wise in default under any part

of this Permit, and upon written request therefor by the Permittee, the Port Authority will return the deposit to the Permittee less the amount of any and all unpaid claims and demands (including estimated damages) of the Port Authority by reason of any default or breach by the Permittee of this Permit or any part thereof. The Permittee agrees that it will not assign or encumber the deposit. The Permittee may collect or receive any interest or income earned on bonds and interest paid on cash deposited in interest-bearing bank accounts, less any part thereof or amount which the Port Authority is or may hereafter be entitled or authorized by law to retain or to charge in connection therewith, whether as or in lieu of an administrative expense, or custodial charge, or otherwise; provided, however, that the Port Authority shall not be obligated by this provision to place or to keep cash deposited hereunder in interest-bearing bank accounts.

(b) The Permittee hereby certifies that its Federal Tax Identification Number is for the purposes of this Special Endorsement.

13. The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement or any management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23. The Permittee agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreement. Further, the Permittee agrees to comply with the terms and provisions of Schedule G, attached hereto and hereto made a part hereof.

14. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under this Permit, the Permittee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Permittee recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Permittee shall immediately give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all impending or existing labor-related disruptions and the progress thereof.

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Permittee at the Terminal, or against its operations thereat pursuant to this Permit, which in the opinion of the Port Authority (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(b) Labor peace agreement. The Permittee represents that, prior to or upon entering into this Supplemental Agreement, it has delivered to the Port Authority evidence of a

signed labor peace agreement, in the form attached hereto as Exhibit X or, in the event Exhibit X is inapplicable, then a signed officer's certification to such effect in the required form provided by the Port Authority.

(c) Employee Retention. If the Permittee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Space (the "Predecessor Concession"), the Permittee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Permittee at the Space. The foregoing requirement shall be subject to the Permittee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Permitte shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space. The Port Authority shall have the right to demand from the Permittee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision. In the event the Permittee fails to comply with this provision, the Port Authority have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(d) Applicability of Provision. The provisions of this section shall apply to concession operators which employ ten (10) or more persons at the Space.

15. The Expiration Date of this Permit shall be March 30, 2013; provided, however, that if the term of the letting to the Airline under the Airline Lease, with regard to the Space covered by this Permit, is extended beyond March 31, 2013, then the period of permission granted under this Permit shall be extended to the earlier of: (i) the day prior to the expiration date of the term of the letting of the Airline Lease, as extended; or (ii) the 5th anniversary of the Rent Commencement Date. The Airline shall confirm the actual date of the expiration date in a written letter to the Permittee, a copy of which letter shall be delivered contemporaneously to the Port Authority.

Initialed:

For the Port Authority

For the Permittee

For the Airline

UNITEHERE!

September 22, 2009

Ms. Gina Stern
Chief Executive Officer
d_parture spa/Travel Tip Salon, LLC
P.O Box 203
Norwood, NJ 07648

VIA FACSIMILE: 646-755-3704

Dear Ms. Stern,

Per our email correspondence today confirming that Travel Tip Salon, LLC's Newark Terminal C operations require fewer than 10 employees, I write to inform you that as of the writing of this letter, UNITE HERE does not seek to organize Travel Tip Salon, LLC at Newark Terminal C. Therefore, we do not see a need to obtain an agreement with Travel Tip Salon, LLC guaranteeing Labor Peace at your operations in Newark Terminal C at this time.

However, should your company be awarded additional space in Newark Terminal C, UNITE HERE will seek to organize Travel Tip Salon, LLC employees in that terminal, unless we provide you with a letter stating otherwise.

Please contact me at 646-467-1298 or at ebader@unitehere.org should you have any questions or concerns. I wish you success in your operations at Newark Terminal C.

Sincerely,

Erica Bader
Senior Research Analyst

Form F - Privilege, All Facilities
12/4/73

:For Port Authority Use Only :
:
: ANB-443 :

AVIATION DEPT.
FILE COPY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 Park Avenue South
New York, New York 10003

PRIVILEGE PERMIT

The Port Authority of New York and New Jersey (herein called "the Port Authority") hereby grants to the Permittee hereinafter named the hereinafter described privilege at the Port Authority Facility hereinafter named, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee or fees hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. **FACILITY: Newark Liberty International Airport**
2. **PERMITTEE: GLADCO ENTERPRISES, INC., d/b/a Fado's Restaurant**, a corporation incorporated under the laws of the State of Pennsylvania.
3. **PERMITTEE'S ADDRESS:** 16955 Via Del Campo, Suite 110
   San Diego, CA 92127
4. **PERMITTEE'S REPRESENTATIVE:** Mr. Sayed Ali
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** as of September 24, 2003
8. **EXPIRATION DATE:** December 31, 2010 or the 7th anniversary of the Rent Commencement Date, whichever is the later to occur, unless sooner revoked as provided in Section 1 of the following Terms and Conditions.
9. **ENDORSEMENTS: 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 21.1, 22, 28, SPECIAL**

Dated: As of September 24, 2003

CONSENTED AND AGREED TO
BY CONTINENTAL AIRLINES, INC.
as of September 24, 2003

By _____

(Title) Holden Shannon President
Vice President
Corporate Real Estate
& Environmental Affairs

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By _____ FRANCIS A. DIMOLA

(Title) ASSISTANT DIRECTOR
AVIATION DEPT.

CONSENTED AND AGREED TO
BY CREATIVE HOST SERVICES, INC.
Guarantor
as of September 24, 2003

By _____ 12/11/03
Sayed Ali

(Title) _____ President

GLADCO ENTERPRISES, INC.
Permittee

APPROVED:
FORM | TERMS
mf | SB

By _____ 12-18-03
Louis Cocoli

(Title) _____ President

TERMS AND CONDITIONS

1. The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty days' written notice, by the Port Authority or terminated without cause, upon thirty days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four hours' notice if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees. Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

2. The rights granted hereby shall be exercised

(a) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,

(b) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, and employees,

(c) if the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees, or

(d) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees;

and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other person, corporation or legal entity. The Permittee shall not assign or transfer this Permit or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

4. The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the written approval of the Manager of the Facility. The Port Authority shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

6. (a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Permittee in performing or observing any term or provision of this Permit, or out of the operations of the Permittee, its officers, employees or persons who are doing business with the Permittee arising out of or in connection with the activities permitted hereunder, or arising out of the acts or omissions of the Permittee, its officers or employees at the Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

7. The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations hereunder. The Permittee shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

(a) The term "Executive Director" shall mean the person or persons from time to-time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee, it shall mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

(b) The terms "Manager of the Facility" or "General Manager of the Facility" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Manager or General Manager (or temporary or Acting Manager or General Manager) of the Facility for the time being, or his duly designated representative or representatives.

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail-addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

15. The Permittee agrees to be bound by and comply with the provisions of all endorsements annexed to the Permit at the time of issuance.

16. Neither the Commissioners of the Port Authority nor any officer, agent or employee thereof, shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

17. This Permit, including the attached endorsements and exhibits, if any, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof and may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

(a) Use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(b) Not divert or cause or allow to be diverted, any business from the Airport;

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anywise connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

STANDARD ENDORSEMENT NO. 4.1
MERCHANDISE AND/OR SERVICES
All Airports
7/21/49

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority/s rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefore at the Airport;

(b) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(c) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

As used in the above subsections "service" shall include furnishing of parts, materials and supplies (including sale thereof).

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Permittee of the promises and obligations contained in this Permit is therefore a special consideration and inducement to the issuance of this Permit by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Permit, the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Endorsement in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons including the United States of America resulting from the Permittee's noncompliance with any of the provisions of this Endorsement and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit-to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee.

The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Airport including any Space covered by this Permit, or for the safe and efficient operation of the Airport including any Space covered by this Permit. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five days before the Permittee shall be required to comply therewith.

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

Notwithstanding any other provision of this Permit, the permission hereby granted shall in any event terminate with the expiration or termination of the lease of Newark International Airport from the City of Newark to the Port Authority under the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex on October 30, 1947 in Book E-110 of Deeds at pages 242, et seq. No greater rights and privileges are hereby granted to Permittee than the Port Authority has power to grant under said agreement as supplemented or amended as aforesaid.

"Newark Liberty International Airport" or "Airport" shall mean the land and premises in the County of Essex and State of New Jersey, which are westerly of the right of way of the Central Railroad of New Jersey and are shown upon the exhibit attached to the said agreement between the City and the Port Authority and marked "Exhibit A", as contained within the limits of a line of crosses appearing on said exhibit and designated "Boundary of terminal area in City of Newark", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

The Port Authority has agreed by a provision in its agreement of lease with the City covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City and of it various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

(1) The Permittee in its own name as assured shall secure and pay the premium or premiums for such of the following policies of insurance with respect to which minimum limits are fixed in the schedule below. Each such policy shall be maintained in at least the limit fixed with respect thereto, shall cover the operations of the Permittee under this Permit, and shall be effective throughout the effective period:

SCHEDULE

	Policy	Minimum Limit
(a)	Commercial general liability insurance (to include contractual liability endorsement)	
	(1) Bodily-injury liability:	
	For injury or wrongful death to one person:	$2,000,000.00
	For injury or wrongful death to more than one person in any one occurrence:	$2,000,000.00
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$2,000,000.00
	(3) Products liability:	$ 2,000,000.00
	(4) Liquor Liability	$ 2,000,000.00
(b)	Automotive liability insurance:	
	(1) Bodily-injury liability	
	For injury or wrongful death to one person:	$
	For injury or wrongful death to more than one person in any one occurrence:	$
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$
(c)	Plate and mirror glass insurance, covering all plate and mirror glass in the premises, and the lettering, signs, or decorations, if any, on such plate and mirror glass:	$
(d)	Boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$
(e)	"Additional Interest" policy of boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$

(2) The Port Authority shall be named as an additional insured in any policy of liability insurance

required by this Endorsement, unless the Port Authority shall, at any time during the effective period of this Permit, direct otherwise in writing, in which case the Permittee shall cause the Port Authority not to be so named.

(3) Every policy of insurance on property other than that of the Permittee required by this Endorsement shall name the Port Authority as the owner of property, unless the Space is located in an area as to which the Port Authority is itself a lessee, in which case the Port Authority shall be named as the lessee and the owner shall be named as the owner, and the policy shall be endorsed substantially as follows:

> "Loss, if any, under this policy, as to the interest of the owner and as to the interest of the Port Authority of New York and New Jersey, shall be adjusted solely with the Port Authority, and all proceeds under this policy shall be paid solely to the Port Authority."

(4) The "Additional Interest" policy of boiler and machinery insurance required by this Endorsement shall provide protection under Sections 1 and 2 only of the Insuring Agreements of the form of policy approved for use as of the date hereof by the National Bureau of Casualty Underwriters, New York, New York.

(5) As to any insurance required by this Endorsement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority within ten (10) days after the execution of this Permit. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving ten (10) days' written notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, of if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

(6) Each policy of insurance required by this Endorsement shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters and the New York Fire Insurance Exchange, or if the Permittee's operations hereunder are in New Jersey, the National Board of Fire Underwriters and The Fire Insurance Rating Organization of N.J., and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Endorsement, any fire insurance, extended coverage or rental insurance rate on the Airport or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

The Permittee shall not do or permit to be done any act which

(a) will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereon, or

(b) will increase the rate of any fire insurance, extended coverage or rental insurance on the Airport or any part thereof or upon the contents of any building thereon, or

(c) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or

(d) may cause or produce upon the Airport any unusual, noxious or objectionable smokes, gases, vapors or odors, or

(e) may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Airport, or

(f) shall constitute a nuisance in or on the Airport or which may result in the creation, commission or maintenance of a nuisance in or on the Airport.

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

If any type of strike or other labor activity is directed against the Permittee at the Facility or against any operations pursuant to this Permit resulting in picketing or boycott for a period of at least forty-eight (48) hours which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Facility or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this Permit effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

Exhibit A

[Form of Guaranty to be attached]

SPECIAL ENDORSEMENTS

1. (a) By agreement of lease, dated as of January 11, 1985 bearing Port Authority file No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease") the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of September 24, 2003 (hereinafter called the "Sublease"), under which the Permittee has agreed to operate certain consumer services in locations the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate at the Terminal a first-class full service (i.e., wait service) sit-down Portuguese/Spanish themed restaurant concession facility for the primary sale

of food and non-alcoholic beverages (approximately 60% of the Permittee's total gross receipts) and alcoholic beverages (approximately 40% of the Permittee's total gross receipts) and incidental "Fado's Café" logo merchandise. Accordingly, the Permittee shall offer the following: the primary sale of breakfast (only during the early morning hours between 5:30 am to 10:30 am), lunch and dinner items and non-alcholic beverages including a variety of freshly prepared breakfast entrees and side orders, a wide variety of freshly prepared lunch and dinner appetizers, entrees, soups, salads and desserts and an assortment of non-alcholic beverages (hereinafter collectively called "Category A Products"); (ii) the sale of a wide variety of well spirits, liquors, fine wines, (domestic and international) and a wide selection of draft or bottled international and domestic beers (hereinafter collectively called "Category B Products"); and (iii) as incidental to the primary operation as aforesaid, the sale at retail of proprietary "Fado's Café" logo merchandise and memorabilia limited to T-shirts, mugs, glasses, a selection of recorded fado music (not to exceed 5 titles) and ancillary items which incorporate fado music memorabilia or proprietary "Fado's Café" logo merchandise (hereinafter collectively called "Category C Products"), provided, however, that the display and sale of all such Category C Products shall not exceed 2% of the sales area of the floor area of the concession; and for no other purpose whatsoever. The Permittee, at its own cost and expense, shall be responsible for purchasing or otherwise obtaining a full liquor license relative to the sale of alcoholic beverages from the concession prior to the opening of the concession for business to the public which shall be maintained by the Permittee, in accordance with law, throughout the period of permission granted under this Permit. The Permittee shall comply in all respects with the New Jersey liquor laws.

The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery

tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information)), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other

revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record- keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be

included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Annual Exemption Amounts" shall mean

(i) 8% of all gross receipts from Category A Products in excess of Seven Hundred Thirty-seven Thousand Five Hundred Dollars and No Cents ($737,500.00) per annum (hereinafter called the "Exemption Amount A");

(ii) 13% of all gross receipts from Category B Products in excess of Four Hundred Eighty-seven Five Hundred Dollars and No Cents ($487,500.00) per annum (hereinafter called the "Exemption Amount B"); and

(iii) 16% of all gross receipts from Category C Products in excess of Twenty-five Thousand Dollars and No Cents ($25,000.00) per annum (hereinafter called the "Exemption Amount C"),

as the same may be reduced by the operation of the proration provisions hereof and as the same may be adjusted pursuant to the Sublease. The Monthly Exemption Amounts shall equal one-twelfth of the Annual Exemption Amounts.

(vi) "PA Share" shall mean Twenty percent (20%)

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of One Hundred Twenty-five Thousand Dollars and No Cents ($125,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Ten Thousand Four Hundred Sixteen Dollars and Sixty-seven Cents ($10,416.67), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit. If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the

Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Enplanements, pursuant to the terms of the Sublease.

(ii) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(iii) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, storage premises rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable)) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority an annual percentage rent equivalent to the PA Share of the sum of

(iv) 8% of all gross receipts from Category A Products in excess of Exemption Amount A;

(v) 13% of all gross receipts from Category B Products in excess of Exemption Amount B; and

(vi) 16% of all gross receipts from Category C Products in excess of Exemption Amount C,

of all gross receipts of the Permittee in excess of the Monthly exemption Amount arising during the effective period of permission hereunder.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The

time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentages stated in paragraph (c) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentage applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentages set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable Monthly Exemption Amounts, established for the monthly period, or (B) the applicable percentages set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Annual Exemption Amounts, established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable Monthly Exemption Amounts, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Monthly Exemption Amounts, less the total of all percentage rent payments previously made for such annual period. At any time that the Monthly Exemption Amounts are decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand.

In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated Guaranteed Rent established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority the PA Share of all rent payable under this Permit and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) 90 days following delivery of the Space to the Permittee or

(c) January 1, 2004,

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. The Permittee shall be required to make a minimum initial capital investment (excluding furniture, fixtures and equipment) to ready the Space for initial occupancy and operations in an amount equal to Two Hundred Dollars ($200) per square foot. Nothing herein shall reduce the Permittee's obligations to comply with the Port Authority's Tenant Alteration and Application process and the Airline's design specifications and standards, nor reduce any obligation of the Permittee under the Sublease to maintain, improve or refurbish the Space during the term of the subletting.

5. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

> "Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

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(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

> "If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(e) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) The following clause shall be deemed to have been added to the first sentence of Section 8: "or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier."

(h) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

> "In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(i) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the

pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(j) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

(ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".

(iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(k) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

(l) Notwithstanding the provisions of Standard Endorsement 21.1 annexed to this Permit, the Port Authority (as well as the Airline and the Manager) shall be named as an additional insured in any policy of liability insurance required by the provisions of this Permit and each such policy of insurance so required shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(m) The policies referred to in Standard Endorsement 21.1 shall provide or contain an endorsement providing that:

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(i) the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority, and

(ii) the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Permittee shall be the same as the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person as if the Port Authority were the named insured thereunder,

but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between

the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) (i) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(ii) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

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(1) Notwithstanding anything to the contrary stated in Sections 6.03 and 27.33 of the Sublease, there shall be no abatement of the PA Share of rent payable under this Permit or the Sublease under the circumstances described in Sections 6.03 and 27.33.

(2) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, no unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(3) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(4) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to an assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its

obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of any payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority, and payable in the Port of New York District in the amount

of Thirty Thousand Dollars and No Cents ($30,000.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security hereunder. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made in accordance with the provisions of this Permit. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to constitute a waiver of any default by the Permittee under the terms of this Permit and all remedies of the Port Authority consequent upon such default shall not be affected by the existence of any recourse to any such letter of credit.

(b) The Permittee hereby certifies that its Federal Tax Identification Number is for the purposes of this Special Endorsement.

(c) The Permittee acknowledges and agrees that the Port Authority reserves the right, at its sole discretion, to adjust at any time and from time to time upon fifteen (15) days notice to the Permittee, the security deposit amount as set forth in paragraph (a). Not later than the effective date set forth in said notice the Permittee shall deposit with the Port Authority the new security deposit amount as set forth in and in such form as requested by said notice which new amount (including without limitation an amendment to or a replacement of the letter of

credit) shall thereafter constitute the security deposit subject to this Special Endorsement.

13. The Permittee shall provide and maintain a full force and effect throughout the effective period of the permission granted under this Permit a contract of absolute and unconditional guaranty of the due and punctual payment of the fees and other monetary obligations under the Sublease to be paid by the Permittee hereunder and of the full, faithful and prompt performance, observance and fulfillment on the part of the Permittee of all the terms, covenant and conditions of the Sublease to be kept, observed, performed and fulfilled. Such contract of Guaranty shall be in the form annexed to this Permit as Exhibit A, shall be executed by Creative Host Services, Inc., a corporation organized under the laws of the State of California, with an office and place of business at 16955 Via Del Campo, Suite 110,San Diego, California 92127, in favor of the Port Authority and the Airline and shall constitute part of the security deposit of the Permittee. Creative Host Service, Inc. expressly agrees that with regard to its Guaranty the term "Sublease" shall be deemed also to include this Permit and accordingly, such contract of Guaranty shall be deemed to include a guaranty of the payment and performance obligations of the Permittee under the Sublease as well as the payment and performance obligations of the Permittee under this Permit.

For the Port Authority

Initialed:

For the Permittee

For the Airline

For the Guarantor

Exhibit A

[Form of Guaranty to be attached]

GUARANTY

THIS GUARANTY ("Guaranty") is made and entered into as of this ___ day of _____, ____, by _____ ("Guarantor"), to and for the benefit of **CONTINENTAL AIRLINES, INC.** ("Landlord") and **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("Authority").

WITNESSETH:

WHEREAS, Landlord and _____ ("Tenant") have entered into that certain sublease dated _____, (the "Sublease"), for the Premises located in Terminal C of Newark International Airport, as more fully described in the Sublease;

WHEREAS, Guarantor will derive financial benefits from Tenant's use and occupancy of the Premises;

WHEREAS, it is a condition precedent to all of the obligations of Landlord pursuant to the Sublease, that Guarantor shall have executed and delivered this Guaranty.

NOW, THEREFORE, in consideration of and as an inducement to the execution of the Sublease by Landlord, and in consideration of the above recitals and other good and valuable consideration paid by Landlord to Guarantor and intending to be legally bound hereby, Guarantor does hereby covenant and agree as follows:

1. Guarantor hereby absolutely, unconditionally and irrevocably guarantees to Landlord and the Authority that Guarantor is and shall be directly and jointly and severally liable to Landlord and the Authority, for the full and prompt payment of all rents, additional rents and any and all other charges payable by Tenant under the Sublease, when due, whether by acceleration or otherwise, and the full, faithful and prompt performance and observance of all the covenants, terms, conditions and agreements of the Sublease to be performed and observed by Tenant, and Guarantor does hereby become surety to Landlord and the Authority, and their respective successors and assigns, for and with respect to all of Tenant's obligations under this Sublease.

2. Guarantor does hereby covenant and agree to and with Landlord and the Authority, that if ' default shall at any time be made by Tenant, in the payment of any such rents or other sums or charges payable by Tenant under the Sublease or in the performance of any of the covenants, terms, conditions or agreements contained in the Sublease, Guarantor will forthwith pay such rent or other sums or charges to Landlord, and any arrears thereof (including, without limitation, any and all interest or additional charges as provided in the Sublease), and will forthwith faithfully perform and fulfill all of such covenants, terms, conditions and agreements, and will forthwith pay to Landlord and the Authority all damages and all costs and expenses that may arise in consequence of any default by Tenant, under the Sublease (including, without limitation, all attorneys' fees and any and all expenses incurred by Landlord or the Authority or caused by any such default and/or by the enforcement of this Guaranty).

3. This Guaranty is an absolute and unconditional guaranty of payment and of performance and is a surety agreement. Guarantor's liability hereunder is direct and may be enforced immediately without Landlord or the Authority being required to resort to any other right, remedy or security and this Guaranty shall be enforceable immediately against Guarantor, without the necessity for any suit or proceedings on Landlord's part of any kind or nature whatsoever against Tenant, and without the necessity of any notice of non-payment, non-performance or non-

observance or the continuance of any such default or of any notice of acceptance of this Guaranty or of Landlord's or the Authority's intention to act in reliance herein or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no manner be terminated, affected, or impaired by reason of the assertion or the failure to assert by Landlord or the Authority against Tenant, or of any of the rights or remedies reserved to Landlord or the Authority pursuant to the provisions of the Sublease.

4. This Guaranty shall be a continuing Guaranty, and (whether or not Guarantor shall have notice or knowledge of any of the following) the liability and obligation of Guarantor hereunder shall be absolute and unconditional irrespective of: (i) any amendment or modification of, or supplement to, or extension or renewal of the Sublease or any assignment or transfer thereof or sublease of the Premises; (ii) any exercise or non-exercise of any right, power, remedy or privilege under or in respect of the Sublease or this Guaranty or any waiver, consent or approval by Landlord or the Authority with respect to any of the covenants, terms, conditions or agreements contained in the Sublease or any indulgences, forbearances or extensions of time for performance or observance allowed to Tenant from time to time, at any time and for any length of time; (iii) any lack of validity or enforceability of the Sublease or any other agreement or instrument relating thereto; (iv) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition or liquidation or similar proceedings relating to Tenant, or its properties or creditors; (v) any impairment, modification, change, release or limitation of liability or obligation of Tenant under the Sublease (including, but not limited to, any disaffirmance or abandonment by a trustee of Tenant), resulting from the operation of any present or future provision of the United States Bankruptcy Code, as amended, or any other similar federal or state statute, or from the decisions of any court; (vi) any other circumstances which might otherwise constitute a defense available to, or a discharge of, the Tenant in respect of the Sublease or the Guarantor in respect of this Guaranty. This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any rents, additional rents and any and all other charges by Tenant, under the Sublease, or performance and observance of any and all of the covenants, terms, conditions and agreements of the Sublease to be performed and observed by Tenant, under the Sublease are rescinded, cancelled or otherwise must be returned by Landlord upon the insolvency, bankruptcy or reorganization of the Tenant, all as though such payment had not been made and/or performance and observance had not occurred.

5. All of Landlord's and the Authority's rights and remedies under the Sublease and under this Guaranty are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others. No termination of the Sublease or taking or recovering of the premises demised thereby shall deprive Landlord or the Authority of any of its rights and remedies against Guarantor under this Guaranty. This Guaranty shall apply to Tenant's obligations thereunder during the original term thereof in accordance with the original provisions thereof.

6. Guarantor represents and warrants to Landlord that (a) it is duly incorporated, validly existing and in good standing under the laws of the State of Delaware; (b) the making, executing and delivery of this Guaranty does not require any vote or consent of either the Board of Directors or shareholders of Guarantor; and (c) that the officer executing this Guaranty has been duly authorized.

7. As a further inducement to Landlord to make and enter into the Sublease and perform its obligations thereunder, and in consideration thereof, Guarantor covenants and agrees that in any

action or proceeding brought on, under or by virtue of this Guaranty, Guarantor shall and does hereby waive trial by jury. Guarantor agrees to pay Landlord's and the Authority's reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempted collection or in any negotiations relative to the obligations hereby guaranteed or in enforcing this Guaranty against the undersigned, individually, jointly and severally.

8. This Guaranty shall be legally binding upon Guarantor, its successors and assigns and shall inure to the benefit of Landlord and the Authority, and their respective successors and assigns. The word "Tenant" is used herein to include each and every of the persons named above as Tenant, be the same one or more, as well as their permitted heirs, personal representatives, successors and assigns.

9. This Guaranty shall be governed by, and construed in accordance with, the laws of the State of New Jersey.

IN WITNESS WHEREOF, Guarantor, intending to be legally bound hereby, has caused this Guaranty to be executed and delivered by its officer thereunto duly authorized as of the date first written above.

ATTEST: **(Insert Guarantor)**

_____ By_____(SEAL)

Address: _____
_____
_____

Telephone: _____

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 200__, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ known to me to be the _____ and _____ known to me to be the _____, of _____, the corporation that executed the within Instrument, known to me to be persons who executed the within Instrument, on behalf of the corporation herein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board or directors.

WITNESS my hand and official seal the day and year in this certificate first above written.

_____
Notary Public in and for
said County and State

(SEAL) My Commission Expires_____

Form F - Privilege, All Facilities

:For Port Authority Use Only :
: ANC-087 :

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 Park Avenue South
New York, New York 10003

PRIVILEGE PERMIT

The Port Authority of New York and New Jersey (herein called the "Port Authority") hereby grants to the Permittee hereinafter named the hereinafter described privilege at the Port Authority Facility hereinafter named, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee or fees hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. **FACILITY: Newark Liberty International Airport**
2. **PERMITTEE:** SSP AMERICA GLADCO, INC., a corporation organized under the laws of the State of Pennsylvania
3. **PERMITTEE'S ADDRESS:** 19465 Deerfield Avenue, Suite 105
   Lansdowne, Virginia 20176
4. **PERMITTEE'S REPRESENTATIVE:** Roger Schwandtner
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** December 9, 2009
8. **EXPIRATION DATE:** November 30, 2016, subject to Special Endorsement No. 15 of this Permit, unless sooner revoked as provided in Section 1 of the following Terms and Conditions.
9. **ENDORSEMENTS:** 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 21.1, 22, Exhibit X, Schedule G, and Specials

Dated: As of December 9, 2009

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By Ronald DeRose
Asst Director, GCAS

Consented and Agreed to by
CONTINENTAL AIRLINES, INC.
as of December 9, 2009

(Title) Kate Gebo
By Kate Gebo

(Title) VP CRE President

SSP AMERICA GLADCO, INC., Permittee

By: Les Cappetta

Print Name: Les Cappetta

Title: President

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:
gb	MG

MLG/NEI

TERMS AND CONDITIONS

1. The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty days' written notice, by the Port Authority or terminated without cause, upon thirty days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four hours' notice if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same).Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

2. The rights granted hereby shall be exercised

(a) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,

(b) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, and employees,

(c) if the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees, or

(d) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees;

and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other person, corporation or legal entity. The Permittee shall not assign or transfer this Permit or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

4. The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the written approval of the Manager of the Facility. The Port Authority shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

6. (a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Permittee in performing or observing any term or provision of this Permit, or out of the operations of the Permittee, its officers, employees or persons who are doing business with the Permittee arising out of or in connection with the activities permitted hereunder, or arising out of the acts or omissions of the Permittee, its officers or employees at the

Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

7. The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations hereunder. The Permittee shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

(a) The term "Executive Director" shall mean the person or persons from time to-time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee, it shall mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

(b) The terms "Manager of the Facility" or "General Manager of the Facility" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Manager or General Manager (or temporary or Acting Manager or General Manager) of the Facility for the time being, or his duly designated representative or representatives.

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail or certified mail addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most

recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

15. The Permittee agrees to be bound by and comply with the provisions of all endorsements annexed to this Permit at the time of issuance.

16. No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

17. This Permit, including the attached endorsements and exhibits, if any, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof and may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

18. The Permittee hereby waives its right to trial by jury in any action that may hereafter be instituted by the Port Authority against the Permittee in respect of the permission granted hereunder and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

19. Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Permittee shall continue to perform the privilege granted under this Permit, after the expiration, revocation or termination of the effective period of the permission granted under this Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination, and ending on the date that the Permittee shall cease to perform the privilege at the Airport under the Permit, equal to twice the sum of the monthly fee under the Permit. Nothing

herein contained shall give, or be deemed to give, the Permittee any right to continue to perform the privilege granted under this Permit at the Airport after the expiration, revocation or termination of the effective period of the permission granted under the Permit. The Permittee acknowledges that the failure of the Permittee to cease to perform the privilege at the Airport from and after the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss. The Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

(a) Use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(b) Not divert or cause or allow to be diverted, any business from the Airport;

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anyway connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

4. Effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event that upon conducting an examination

and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

STANDARD ENDORSEMENT NO. 4.1
MERCHANDISE AND/OR SERVICES
All Airports
7/21/49

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

STANDARD ENDORSEMENT NO. 6.1
All Installations
3/28/49

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefor at the Airport;

(b) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(c) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

As used in the above subsections "service" shall include furnishing of parts, materials and supplies (including sale thereof).

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Permittee of the promises and obligations contained in this Permit is therefore a special consideration and inducement to the issuance of this Permit by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Permit, the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Endorsement in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons, including the United States of America, resulting from the Permittee's noncompliance with any of the provisions of this Endorsement, and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee.

The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Airport, including any Space covered by this Permit, or for the safe and efficient operation of the Airport, including any Space covered by this Permit. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five (5) days before the Permittee shall be required to comply therewith.

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

Notwithstanding any other provision of this Permit, the permission hereby granted shall in any event terminate with the expiration or termination of the lease of Newark Liberty International Airport from the City of Newark to the Port Authority under the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex on October 30, 1947 in Book E-110 of Deeds at pages 242, et seq. No greater rights and privileges are hereby granted to Permittee than the Port Authority has power to grant under said agreement as supplemented or amended as aforesaid.

"Newark Liberty International Airport" or "Airport" shall mean the land and premises in the County of Essex and State of New Jersey, which are westerly of the right of way of the Central Railroad of New Jersey and are shown upon the exhibit attached to the said agreement between the City and the Port Authority and marked "Exhibit A", as contained within the limits of a line of crosses appearing on said exhibit and designated "Boundary of terminal area in City of Newark", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

The Port Authority has agreed by a provision in its agreement of lease with the City covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City and of it various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

(1) The Permittee in its own name as assured shall secure and pay the premium or premiums for such of the following policies of insurance with respect to which minimum limits are fixed in the schedule below. Each such policy shall be maintained in at least the limit fixed with respect thereto, shall cover the operations of the Permittee under this Permit, and shall be effective throughout the effective period:

SCHEDULE

	Policy	Minimum Limit
(a)	Commercial general liability insurance (to include contractual liability endorsement)	
	(1) Bodily-injury liability:	
	For injury or wrongful death to one person:	$2,000,000.00
	For injury or wrongful death to more than one person in any one occurrence:	$2,000,000.00
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$2,000,000.00
	(3) Products liability:	$2,000,000.00
	(4) Liquor liability	$2,000,000.00
(b)	Automotive liability insurance:	
	(1) Bodily-injury liability	
	For injury or wrongful death to one person:	$
	For injury or wrongful death to more than one person in any one occurrence:	$
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$
(c)	Plate and mirror glass insurance, covering all plate and mirror glass in the premises, and the lettering, signs, or decorations, if any, on such plate and mirror glass:	$
(d)	Boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$
(e)	"Additional Interest" policy of boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$

(2) The Port Authority shall be named as an additional insured in any policy of liability insurance

required by this Endorsement, unless the Port Authority shall, at any time during the effective period of this Permit, direct otherwise in writing, in which case the Permittee shall cause the Port Authority not to be so named.

(3) Every policy of insurance on property other than that of the Permittee required by this Endorsement shall name the Port Authority as the owner of property, unless the Space is located in an area as to which the Port Authority is itself a lessee, in which case the Port Authority shall be named as the lessee and the owner shall be named as the owner, and the policy shall be endorsed substantially as follows:

> "Loss, if any, under this policy, as to the interest of the owner and as to the interest of the Port Authority of New York and New Jersey, shall be adjusted solely with the Port Authority, and all proceeds under this policy shall be paid solely to the Port Authority."

(4) The "Additional Interest" policy of boiler and machinery insurance required by this Endorsement shall provide protection under Sections 1 and 2 only of the Insuring Agreements of the form of policy approved for use as of the date hereof by the National Bureau of Casualty Underwriters, New York, New York.

(5) As to any insurance required by this Endorsement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority within ten (10) days after the execution of this Permit. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving ten (10) days' written notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, of if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

(6) Each policy of insurance required by this Endorsement shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters and the New York Fire Insurance Exchange, or if the Permittee's operations hereunder are in New Jersey, the National Board of Fire Underwriters and The Fire Insurance Rating Organization of N.J., and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Endorsement, any fire insurance, extended coverage or rental insurance rate on the Airport or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

The Permittee shall not do or permit to be done any act which

(a) will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereon, or

(b) will increase the rate of any fire insurance, extended coverage or rental insurance on the Airport or any part thereof or upon the contents of any building thereon, or

(c) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or

(d) may cause or produce upon the Airport any unusual, noxious or objectionable smokes, gases, vapors or odors, or

(e) may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Airport, or

(f) shall constitute a nuisance in or on the Airport or which may result in the creation, commission or maintenance of a nuisance in or on the Airport.

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

Special Endorsements

1. (a) By agreement of lease, dated as of January 11, 1985 bearing Port Authority file No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease") the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of July 21, 2009, as amended by a First Amendment to Sublease, dated as of November 17, 2009 (hereinafter, collectively called the "Sublease"), under which the Permittee has agreed to operate certain consumer services in locations the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate a first-class food and beverage concessions at the Terminal, using the trade name "Le Grand Comptoir", offering the following food and beverage: an assortment of tapas, soups, sandwiches, salads, cheese plates, pastries, an assortment of breakfast items and signature items featured in Le Grand Comptoir restaurants, alcoholic beverages including premium draught beers, domestic and imported bottled beers, spirited alcohol, with an emphasis on white and red wines and non-alcoholic beverages, such as coffee

based products, teas, sodas, bottled water and bottled juices, and for no other purpose whatsoever other than as set forth above in this paragraph.

(c) The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

(d) The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder

commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefore is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record-keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the

Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Percentage rent" shall have the meaning ascribed to it in paragraph (c) of this Special Endorsement..

(vi) "PA Share" shall mean have the meaning ascribed to it in paragraph (f) of this Special Endorsement.

(b) (I) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of One Hundred Seventy-five Thousand Dollars and No Cents ($175,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Fourteen Thousand Five Hundred Eighty-three Dollars and Thirty-three Cents ($14,583.33), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit.

(ii) If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Emplacements, pursuant to the terms of the Sublease.

(v) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraphs (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(vi) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, storage premises rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

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(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority an annual percentage rent equivalent to the PA Share of the sum of (i) 12% of all gross receipts from food and non-alcoholic beverage products and (ii) 14% of all gross receipts from alcoholic beverage products, which is in excess of the Guaranteed Rent arising during the effective period of permission hereunder.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage(s) stated in paragraph (c) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentages applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentage(s) set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable Guaranteed Rent, established for the monthly period, or (B) the applicable percentages set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Guaranteed Rent, established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable Guaranteed Rent, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Guaranteed Rent, less the total of all percentage rent payments previously made for such annual period. At any time that the Guaranteed Rent is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated Guaranteed Rent established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

(h) Notwithstanding anything to the contrary contained in this Permit, the Permittee shall not be obligated to pay Guaranteed Rent or Percentage Rent during the period in which the Permittee is performing work in the Premises and is unable to remain open for business to the public ("Temporary Abatement Period"); provided, however, in no event shall the Temporary Abatement Period exceed a total of ninety (90) days except as described in Section 2 of the First Amendment to Sublease. It is currently anticipated that the Space shall be closed for the performance of the Permittee's work on or about January 4, 2010 and currently anticipated to be reopened for business o or about April 6, 2010. The Temporary Abatement Period shall commence on the date of the actual closing of the Space for business to the public and shall expire on the early to occur of: (i) the actual date that the Permittee reopens the Space for business to the public; or (ii) ninety (90) days from the actual closing of the Space for business to the public, as confirmed in a letter from the Port Authority to the Permittee.

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3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) December 9, 2009

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. The Permittee shall be required to make a minimum initial capital investment (excluding furniture, fixtures and equipment) to ready the Space for initial occupancy and operations in an amount equal to Two Hundred Dollars ($200) per square foot. Nothing herein shall reduce the Permittee's obligations to comply with the Port Authority's Tenant Alteration and Application process and the Airline's design specifications and standards, nor reduce any obligation of the Permittee under the Sublease to maintain, improve or refurbish the Space during the term of the subletting.

5. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

"Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination. In the event the Port Authority exercises it right to revoke this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation, including without limitation any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Permit including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Permit."

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It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

> "If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(e) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

> "In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(h) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours

requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(i) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

(ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".

(iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(j) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

(k) Notwithstanding the provisions of Standard Endorsement 21.1 annexed to this Permit, the Port Authority (as well as the Airline and the Manager) shall be named as an additional insured in any policy of liability insurance required by the provisions of this Permit and each such policy of insurance so required shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(l) The policies referred to in Standard Endorsement 21.1 shall provide or contain an endorsement providing that:

(i) the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority, and

(ii) the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Permittee shall be the same as the protections afforded the Permittee thereunder with respect to

any claim or action against the Permittee by a third person as if the Port Authority were the named insured thereunder,

but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

(m) Without limiting the generality of the provisions of Standard Endorsement 23.1, the Permittee agrees that notwithstanding the sum stated to be the security deposit to be delivered to the Port Authority upon execution of this Permit, the security amount required hereunder shall at all times during the period of permission be an amount equal to at least three (3) months' Guaranteed Rent in cash or bonds (as described in said Standard Endorsement) or at least twelve (12) months' Guaranteed Rent in the form of a clean irrevocable letter of credit satisfactory to the Port Authority and, accordingly, such amount may change from time to time by notice to the Permittee during such period.

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any

part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

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(g) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) Notwithstanding anything to the contrary stated in Section(s) 2.08 of the Sublease, there shall be no abatement of the PA Share of rent payable under this Permit or the Sublease under the circumstances described in Section(s) 2.08.

(2) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, not unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(3) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(4) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to an assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of an payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps

to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority , and payable in the Port of New York District in the amount of Forty-three Thousand Five Hundred Dollars and No Cents ($43,500.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to waiver of any default by the

Permittee under the terms of this Permit and all remedies of the Permit and of the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit

(b) The Permittee hereby certifies that its Federal Tax Identification Number is for the purposes of this Special Endorsement.

(c) The Permittee acknowledges and agrees that the Port Authority reserves the right, at its sole discretion, to adjust at any time and from time to time upon fifteen (15) days notice to the Permittee, the security deposit amount as set forth in paragraph (a). Not later than the effective date set forth in said notice the Permittee shall deposit with the Port Authority the new security deposit amount as set forth in and in such form as requested by said notice which new amount (including without limitation an amendment to or a replacement of the letter of credit) shall thereafter constitute the security deposit subject to this Special Endorsement.

13. The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement or any management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23. The Permittee agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreement. Further, the Permittee agrees to comply with the terms and provisions of Schedule G, attached hereto and hereto made a part hereof.

14. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under this Permit, the Permittee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Permittee recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Permittee shall immediately give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all impending or existing labor-related disruptions and the progress thereof.

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Permittee at the Terminal, or against its operations thereat pursuant to this Permit, which in the opinion of the Port Authority (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

Special Endorsements

(b) Labor peace agreement. The Permittee represents that, prior to or upon entering into this Supplemental Agreement, it has delivered to the Port Authority evidence of a signed labor peace agreement, in the form attached hereto as Exhibit X or, in the event Exhibit X is inapplicable, then a signed officer's certification to such effect in the required form provided by the Port Authority.

(c) Employee Retention. If the Permittee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Space (the "Predecessor Concession"), the Permittee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Permittee at the Space. The foregoing requirement shall be subject to the Permittee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Permitte shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space. The Port Authority shall have the right to demand from the Permittee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision. In the event the Permittee fails to comply with this provision, the Port Authority have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(d) Applicability of Provision. The provisions of this section shall apply to concession operators which employ ten (10) or more persons at the Space.

OAC
For the Port Authority

Initialed: LKC
For the Permittee

KG
For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

SSP America Gladco, Inc. (the "Company") has complied with Board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:

SSP AMERICA GLADCO, INC.

BY: _____

DATE: _____

FOR THE UNION:

[Insert Name of Labor Organization]

BY: _____

DATE: _____

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

In accordance with regulations of the US Department of Transportation 49 CFR Part 23, the Port Authority has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE) program under which qualified firms may have the opportunity to operate an airport business. The Port Authority has established an ACDBE participation goal, as measured by the total estimated annual gross receipts for the overall concession program. The goal is modified from time to time and posted on the Port Authority's website: www.panynj.gov.

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. The Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint ventures in which ACDBEs control a distinct portion of the joint venture business and/or purchase of goods and services from ACDBEs. In connection with the aforesaid good faith efforts, as to those matters contracted out by the Concessionaire in its performance of this agreement, the Concessionaire shall use, to the maximum extent feasible and consistent with the Concessionaire's exercise of good business judgment including without limit the consideration of cost competitiveness, a good faith effort to meet the Port Authority's goals. Information regarding specific good faith steps can be found in the Port Authority's ACDBE Program located on its above-referenced website. In addition, the Concessionaire shall keep such records as shall enable the Port Authority to comply with its obligations under 49 CFR Part 23 regarding efforts to offer opportunities to ACDBEs.

Qualification as an ACDBE

To qualify as an ACDBE, the firm must meet the definition set forth below and be certified by the New York State or New Jersey Uniform Certification Program (UCP). The New York State UCP directory is available on-line at www.nysucp.net and the New Jersey UCP at www.njucp.net.

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed $47.78 million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of

part 23 is $750,000.

The ACDBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Port Authority makes a rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged":

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the Port Authority, as a certifying partner in the New York State and New Jersey UCPs will determine whether the individual is socially or economically disadvantaged under the criteria established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP directories but

which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee, the term Concessionaire shall mean the Lessee herein.

OPC
For the Port Authority

Initialed: LAC
For the Permittee

KG
For the Airline

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

SSP America Gladco, Inc. (the "Company") has complied with board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:

SSP AMERICA GLADCO, INC.

By: _____

Print Name: Leslie K. Cappetta

Date: 3/24/11

FOR THE UNION:

UNITE HERE International Union

By: _____

Print Name: Alisa B. Gallo

Date: 3/25/11

Form F - Privilege, All Faci[illegible]s
12/4/73

:For Port Authority Use Only :
: ANB-900 :

AVIATION DEPT.
FILE COPY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 Park Avenue South
New York, New York 10003

PRIVILEGE PERMIT

The Port Authority of New York and New Jersey (herein called the "Port Authority") hereby grants to the Permittee hereinafter named the hereinafter described privilege at the Port Authority Facility hereinafter named, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee or fees hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. **FACILITY: Newark Liberty International Airport**
2. **PERMITTEE:** TASTE, INC., corporation organized under the laws of the State of California.
3. **PERMITTEE'S ADDRESS:** 121 Second Street, Suite 500 ~~23239 Third Street, Suite 24~~ San Francesco, CA ~~94107~~ 94105
4. **PERMITTEE'S REPRESENTATIVE:** Mr. Doug Tomlinson
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** March 24, 2008
8. **EXPIRATION DATE:** December 31, 2013, subject to Special Endorsement No. 15 of the Permit, unless sooner revoked as provided in Section 1 of the following Terms and Conditions.
9. **ENDORSEMENTS: 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 21.1, 22, 28 and SPECIAL**

Dated: As of March 24, 2008

Consented and Agreed to by
CONTINENTIAL AIRLINES, INC.
As of March 24, 2008

By _____

Print Name [illegible] Emp. #96158

(Title) President

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) Asst Director, CCAS

TASTE, INC.
Permittee

By _____

Print Name Doug Tomlinson

(Title) President

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:

MAD/dmt

TERMS AND CONDITIONS

1. The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty days' written notice, by the Port Authority or terminated without cause, upon thirty days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four hours' notice if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same).Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

2. The rights granted hereby shall be exercised

(a) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,

(b) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, and employees,

(c) if the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees, or

(d) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees;

and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other person, corporation or legal entity. The Permittee shall not assign or transfer this Permit or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

4. The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the written approval of the Manager of the Facility. The Port Authority shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

6. (a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Permittee in performing or observing any term or provision of this Permit, or out of the operations of the Permittee, its officers, employees or persons who are doing business with the Permittee arising out of or in connection with the activities permitted

hereunder, or arising out of the acts or omissions of the Permittee, its officers or employees at the Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

7. The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations hereunder. The Permittee shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair

competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

(a) The term "Executive Director" shall mean the person or persons from time to-time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee, it shall mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

(b) The terms "Manager of the Facility" or "General Manager of the Facility" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Manager or General Manager (or temporary or Acting Manager or General Manager) of the Facility for the time being, or his duly designated representative or representatives.

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail or certified mail addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

15. The Permittee agrees to be bound by and comply with the provisions of all endorsements annexed to this Permit at the time of issuance.

16. No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

17. This Permit, including the attached endorsements and exhibits, if any, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof and may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

18. The Permittee hereby waives its right to trial by jury in any action that may hereafter be instituted by the Port Authority against the Permittee in respect of the permission granted hereunder and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

19. Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Permittee shall continue to perform the privilege granted under this Permit, after the expiration, revocation or termination of the effective period of the permission granted under this Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Permit or other remedies the Port Authority may have by law or otherwise, the

Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination, and ending on the date that the Permittee shall cease to perform the privilege at the Airport under the Permit, equal to twice the sum of the monthly fee under the Permit. Nothing herein contained shall give, or be deemed to give, the Permittee any right to continue to perform the privilege granted under this Permit at the Airport after the expiration, revocation or termination of the effective period of the permission granted under the Permit. The Permittee acknowledges that the failure of the Permittee to cease to perform the privilege at the Airport from and after the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss. The Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

(a) Use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(b) Not divert or cause or allow to be diverted, any business from the Airport;

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anyway connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of

such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

4. Effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event that upon conducting an examination and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefor at the Airport;

(b) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(c) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

As used in the above subsections "service" shall include furnishing of parts, materials and supplies (including sale thereof).

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Permittee of the promises and obligations contained in this Permit is therefore a special consideration and inducement to the issuance of this Permit by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Permit, the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Endorsement in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons, including the United States of America, resulting from the Permittee's noncompliance with any of the provisions of this Endorsement, and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material

may be placed therein; said receptacles being provided and maintained by the Permittee. The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Airport, including any Space covered by this Permit, or for the safe and efficient operation of the Airport, including any Space covered by this Permit. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five (5) days before the Permittee shall be required to comply therewith.

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

Notwithstanding any other provision of this Permit, the permission hereby granted shall in any event terminate with the expiration or termination of the lease of Newark Liberty International Airport from the City of Newark to the Port Authority under the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex on October 30, 1947 in Book E-110 of Deeds at pages 242, et seq. No greater rights and privileges are hereby granted to Permittee than the Port Authority has power to grant under said agreement as supplemented or amended as aforesaid.

"Newark Liberty International Airport" or "Airport" shall mean the land and premises in the County of Essex and State of New Jersey, which are westerly of the right of way of the Central Railroad of New Jersey and are shown upon the exhibit attached to the said agreement between the City and the Port Authority and marked "Exhibit A", as contained within the limits of a line of crosses appearing on said exhibit and designated "Boundary of terminal area in City of Newark", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

The Port Authority has agreed by a provision in its agreement of lease with the City covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City and of it various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

(1) The Permittee in its own name as assured shall secure and pay the premium or premiums for such of the following policies of insurance with respect to which minimum limits are fixed in the schedule below. Each such policy shall be maintained in at least the limit fixed with respect thereto, shall cover the operations of the Permittee under this Permit, and shall be effective throughout the effective period:

SCHEDULE

	Policy	Minimum Limit
(a)	Commercial general liability insurance (to include contractual liability endorsement)	
	(1) Bodily-injury liability:	
	For injury or wrongful death to one person:	$2,000,000.00
	For injury or wrongful death to more than one person in any one occurrence:	$2,000,000.00
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$2,000,000.00
	(3) Products liability:	$2,000,000.00
	(4) Liquor Liability:	$2,000,000.00
(b)	Automotive liability insurance:	
	(1) Bodily-injury liability	
	For injury or wrongful death to one person:	$
	For injury or wrongful death to more than one person in any one occurrence:	$
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$
(c)	Plate and mirror glass insurance, covering all plate and mirror glass in the premises, and the lettering, signs, or decorations, if any, on such plate and mirror glass:	$
(d)	Boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$
(e)	"Additional Interest" policy of boiler and machinery	

insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space: $

(2) The Port Authority shall be named as an additional insured in any policy of liability insurance required by this Endorsement, unless the Port Authority shall, at any time during the effective period of this Permit, direct otherwise in writing, in which case the Permittee shall cause the Port Authority not to be so named.

(3) Every policy of insurance on property other than that of the Permittee required by this Endorsement shall name the Port Authority as the owner of property, unless the Space is located in an area as to which the Port Authority is itself a lessee, in which case the Port Authority shall be named as the lessee and the owner shall be named as the owner, and the policy shall be endorsed substantially as follows:

> "Loss, if any, under this policy, as to the interest of the owner and as to the interest of the Port Authority of New York and New Jersey, shall be adjusted solely with the Port Authority, and all proceeds under this policy shall be paid solely to the Port Authority."

(4) The "Additional Interest" policy of boiler and machinery insurance required by this Endorsement shall provide protection under Sections 1 and 2 only of the Insuring Agreements of the form of policy approved for use as of the date hereof by the National Bureau of Casualty Underwriters, New York, New York.

(5) As to any insurance required by this Endorsement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority within ten (10) days after the execution of this Permit. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving ten (10) days' written notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, of if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

(6) Each policy of insurance required by this Endorsement shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters and the New York Fire Insurance Exchange, or if the Permittee's operations hereunder are in New Jersey, the National Board of Fire Underwriters and The Fire Insurance Rating Organization of N.J., and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Endorsement, any fire insurance, extended coverage or rental insurance rate on the Airport or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

The Permittee shall not do or permit to be done any act which

(a) will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereon, or

(b) will increase the rate of any fire insurance, extended coverage or rental insurance on the Airport or any part thereof or upon the contents of any building thereon, or

(c) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or

(d) may cause or produce upon the Airport any unusual, noxious or objectionable smokes, gases, vapors or odors, or

(e) may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Airport, or

(f) shall constitute a nuisance in or on the Airport or which may result in the creation, commission or maintenance of a nuisance in or on the Airport.

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

If any type of strike or other labor activity is directed against the Permittee at the Facility or against any operations pursuant to this Permit resulting in picketing or boycott for a period of at least forty-eight (48) hours, which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Facility or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this Permit, effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

SPECIAL ENDORSMENTS

1. (a) By agreement of lease, dated as of January 11, 1985 bearing Port Authority file No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease") the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of March 24, 2008 (hereinafter called the "Sublease"), under which the Permittee has agreed to operate certain consumer services in locations the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate at the Terminal a first-class food and beverage concession, under the trade name "Vino Volo", offering a rotating selection of international, local and domestic wines by the glass, by the sampling of wines and by the bottle which will be matched to a rotating selection of menu offerings such as pork tacos, cured meat platter, broccoli rabe and

mushroom pastry, chickpeas and sausage casserole, fish, chicken, ziti, lentils with bacon, salmon rolls, salads, onion and spinach crostata, shrimp, tortes and cheese plates, and the sale at retail of wines and wine-related accessories; and such other related products menu offerings as may be consented to in advance by the Airline and the Port Authority and for no other purpose whatsoever.

(c) The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

(d) The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information)), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Annual Exemption Amount" shall mean the sum of One Million One Hundred Forty-two Thousand Eight Hundred Fifty-seven Dollars and Fourteen Cents ($1,142,857.14) as the same may be reduced by the operation of the proration provisions hereof and as the same may be adjusted pursuant to the Sublease.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of

merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record- keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Guaranteed Rent" shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(vi) "Monthly Exemption Amount" shall mean equal one-twelfth of the Annual Exemption Amount.

(vii) "PA Share" shall mean Fifty percent (50%).

(b) (i) The Permittee shall pay to the Port Authority the PA Share of a Guaranteed Rent at the rate of One Hundred and Sixty Thousand Dollars and No Cents ($160,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Thirteen Thousand Three Hundred Thirty-three Dollars and Thirty-three Cents ($13,333.33), on the Rent Commencement Date (as hereinafter defined) and on the first day of each calendar month thereafter occurring during the period of permission under this Permit. If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual

number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Enplanements (as defined in the Sublease), pursuant to the terms of the Sublease.

(ii) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(iii) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable)) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority the PA Share of a monthly percentage rent equal to fourteen percent (14%) of all gross receipts of the Permittee in excess of the Monthly Exemption Amount arising during the effective period of permission hereunder.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted

hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage(s) stated in paragraph (c) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentages applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentage(s) set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable Monthly Exemption Amount, established for the monthly period, or (B) the applicable percentage(s) set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Annual Exemption Amount, established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable Monthly Exemption Amounts, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Annual Exemption Amount, less the total of all percentage rent payments previously made for such annual period. At any time that the Monthly Exemption Amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments

previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated Annual Exemption Amount(s) established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentage(s) stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority the PA Share of all rent payable under this Permit and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) December 31, 2008,

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. The Permittee shall be required to make a minimum initial capital investment (excluding furniture, fixtures and equipment) to ready the Space for initial occupancy and operations in an amount equal to Two Hundred Dollars ($200) per square foot. Nothing herein shall reduce the Permittee's obligations to comply with the Port Authority's Tenant Alteration and Application process and the Airline's design specifications and standards, nor reduce any obligation of the Permittee under the Sublease to maintain, improve or refurbish the Space during the term of the subletting.

5. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

SPECIAL ENDORSMENTS

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

> "Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same). Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

"If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(e) Paragraph (a) of Section 6 of the foregoing Terms and Conditions shall be deemed deleted in its entirety and the following new paragraph (a) shall be substituted in lieu thereof:

"(a) Without in any manner affecting the obligations of the Airline under the Airline Lease and under this Permit, and notwithstanding the terms and conditions of the Sublease, the Permittee shall make repairs and replacements in, at or about the Space as if it were the Airline under the Airline Lease. In addition, the Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, and the City of New York, from and against (and shall reimburse the Port Authority for its costs and expenses including attorneys' fees and other legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Permit by the Permittee or out of its operations under the Sublease or at the Space or out of the use or occupancy of the Space by the Permittee or others with its consent, or out of any other acts or omissions of the Permittee, its officers, employees, agents, representatives, contractors, members (in their capacity as members of the Permittee if it is a limited liability entity), managers (in their capacity as managers of the Permittee if it is a limited liability entity), partners (if Permittee is a partnership), customers, invitees and other persons who are doing business with the Permittee or who are at the Space or the Terminal with the consent of the Permittee, or out of any other acts or omissions of the Permittee, its officers and employees at the Airport including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Airline Lease) whereby the Port Authority has agreed to indemnify the City of New York against claims. However, all acts and omissions of the Permittee shall be deemed to be acts and omissions of the Airline under the Airline Lease and the Airline shall also be severally responsible therefor,

including but not limited to the obligations of indemnification, repair and replacement."

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

"In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(h) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect; provided, however, notwithstanding anything to the contrary herein, the Permittee's prices for merchandise and services shall not exceed the average of five (5) prices for similar merchandise or services sold in the following local malls (i) Garden State Plaza, (ii) The Mall at Short Hills, and (iii) Newport Center.

(i) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

(ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".

(iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to

this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(j) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

(k) Notwithstanding the provisions of Standard Endorsement 21.1 annexed to this Permit, the Port Authority (as well as the Airline and the Manager) shall be named as an additional insured in any policy of liability insurance required by the provisions of this Permit and each such policy of insurance so required shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(l) The policies referred to in Standard Endorsement 21.1 shall provide or contain an endorsement providing that:

(i) the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority, and

(ii) the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Permittee shall be the same as the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person as if the Port Authority were the named insured thereunder,

but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port

Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to

the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

(g) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, not unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(2) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(3) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to and assumed by the Port Authority: (i) the

last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of any payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

SPECIAL ENDORSMENTS

12. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority, and payable in the Port of New York District in the amount of Fifty-three Thousand Dollars and No Cents ($53,000.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security hereunder. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made in accordance with the provisions of this Permit. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to constitute a waiver of any default by the Permittee under the terms of this Permit and all remedies of the Port Authority consequent upon such default shall not be affected by the existence of any recourse to any such letter of credit.

(b) The Permittee hereby certifies that its Federal Tax Identification Number is for the purposes of this Special Endorsement.

(c) The Permittee acknowledges and agrees that the Port Authority reserves the right, at its sole discretion, to adjust at any time and from time to time upon fifteen (15) days notice to the Permittee, the security deposit amount as set forth in paragraph (a). Not later than the effective date set forth in said notice the Permittee shall deposit with the Port Authority the new security deposit amount as set forth in and in such form as requested by said notice which new amount (including without limitation an amendment to or a replacement of the letter of credit) shall thereafter constitute the security deposit subject to this Special Endorsement.

13. The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement or any management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23. The Permittee agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreement. Further, the Permittee agrees to comply with the terms and provisions of Schedule G, attached hereto and hereto made a part hereof.

14. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under this Permit, the Permittee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Permittee recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Permittee shall immediately give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all impending or existing labor-related disruptions and the progress thereof.

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Permittee at the Terminal, or against its operations thereat pursuant to this Permit, which in the opinion of the Port Authority (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(b) Labor peace agreement. The Permittee represents that, prior to or upon entering into this Permit, it has delivered to the Port Authority evidence of a signed labor peace

agreement, in the form attached hereto as Exhibit X or, in the event Exhibit X is inapplicable, then a signed officer's certification to such effect in the required form provided by the Port Authority.

(c) Employee Retention. If the Permittee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Space (the "Predecessor Concession"), the Permittee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Permittee at the Space. The foregoing requirement shall be subject to the Permittee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Permitte shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space. The Port Authority shall have the right to demand from the Permittee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision. In the event the Permittee fails to comply with this provision, the Port Authority have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(d) Applicability of Provision. The provisions of this section shall apply to concession operators which employ ten (10) or more persons at the Space.

For the Port Authority

Initialed:

For the Permittee

For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

TASTE, INC. (the "Company") has complied with Board Resolution "All Airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:
TASTE, INC.

BY:_____

DATE:_____

FOR THE UNION:
[Insert Name of Labor Organization]

BY:_____

DATE:_____

SCHEDULE G

Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation

In accordance with regulations of the US Department of Transportation 49 CFR Part 23, the Port Authority has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE) program under which qualified firms may have the opportunity to operate an airport business. The Port Authority has established an ACDBE participation goal, as measured by the total estimated annual gross receipts for the overall concession program. The goal is modified from time to time and posted on the Port Authority's website: www.panynj.gov.

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. The Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint ventures in which ACDBEs control a distinct portion of the joint venture business and/or purchase of goods and services from ACDBEs. In connection with the aforesaid good faith efforts, as to those matters contracted out by the Concessionaire in its performance of this agreement, the Concessionaire shall use, to the maximum extent feasible and consistent with the Concessionaire's exercise of good business judgment including without limit the consideration of cost competitiveness, a good faith effort to meet the Port Authority's goals. Information regarding specific good faith steps can be found in the Port Authority's ACDBE Program located on its above-referenced website. In addition, the Concessionaire shall keep such records as shall enable the Port Authority to comply with its obligations under 49 CFR Part 23 regarding efforts to offer opportunities to ACDBEs.

Qualification as an ACDBE

To qualify as an ACDBE, the firm must meet the definition set forth below and be certified by the New York State or New Jersey Uniform Certification Program (UCP). The New York State UCP directory is available on-line at www.nysucp.net and the New Jersey UCP at www.njucp.net.

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed $47.78 million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily

business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of part 23 is $750,000.

The ACDBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Port Authority makes a rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged":

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the Port Authority, as a certifying partner in the New York State and New Jersey UCPs will

determine whether the individual is socially or economically disadvantaged under the criteria established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP directories but which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee, the term Concessionaire shall mean the Lessee herein.

For the Port Authority

Initialed:

For the Permittee

For the Airline

AVIATION DEPT.
FILE COPY

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

Taste, Inc. (the "Company") has complied with board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:

Taste, Inc.

BY: _____

DATE: 12/8/08

FOR THE UNION:

UNITE HERE

BY: _____

DATE: 12/8/08

Form F - Privilege, All Facilities
12/4/73

:For Port Authority Use Only :
:
: ANB-439 :

AVIATION DEPT
FILE COPY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 Park Avenue South
New York, New York 10003

PRIVILEGE PERMIT

The Port Authority of New York and New Jersey (herein called "the Port Authority") hereby grants to the Permittee hereinafter named the hereinafter described privilege at the Port Authority Facility hereinafter named, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee or fees hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. **FACILITY: Newark Liberty International Airport**
2. **PERMITTEE:** TAXCO STERLING CO., INC., a corporation incorporated under the laws of the State of Virginia.
3. **PERMITTEE'S ADDRESS:** 10282 Johns Hollow Road
   Vienna, Virginia 22182
4. **PERMITTEE'S REPRESENTATIVE:** Josh Briggs
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** as of June 4, 2003
8. **EXPIRATION DATE:** The later of July 31, 2008, or the 5th anniversary of the Rent Commencement Date as defined in the Permit, unless sooner revoked as provided in Section 1 of the following Terms and Conditions.
9. **ENDORSEMENTS: 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 21.1, 22, 23.1, 28, SPECIAL**

Dated: As of June 4, 2003

APPROVED:
FORM TERMS

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) FRANCIS A. DIMOLA
ASSISTANT DIRECTOR
AVIATION DEPT.

CONSENTED AND AGREED TO
BY CONTINENTAL AIRLINES, INC.
as of June 4, 2003

By

(Title) Holden Shannon
Vice President Corporate Real Estate & Environmental Affairs President

TAXCO STERLING CO., INC.
Permittee

By Josh Briggs

(Title) Vice President

TERMS AND CONDITIONS

1. The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty days' written notice, by the Port Authority or terminated without cause, upon thirty days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four hours' notice if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees. Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

2. The rights granted hereby shall be exercised

(a) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,

(b) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, and employees,

(c) if the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees, or

(d) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees;

and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other person, corporation or legal entity. The Permittee shall not assign or transfer this Permit or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

4. The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the written approval of the Manager of the Facility. The Port Authority shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

6. (a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Permittee in performing or observing any term or provision of this Permit, or out of the operations of the Permittee, its officers, employees or persons who are doing business with the Permittee arising out of or in connection with the activities permitted hereunder, or arising out of the acts or omissions of the Permittee, its officers or employees at the Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

7. The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations hereunder. The Permittee shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

(a) The term "Executive Director" shall mean the person or persons from time to-time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee, it shall mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

(b) The terms "Manager of the Facility" or "General Manager of the Facility" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Manager or General Manager (or temporary or Acting Manager or General Manager) of the Facility for the time being, or his duly designated representative or representatives.

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail-addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

15. The Permittee agrees to be bound by and comply with the provisions of all endorsements annexed to the Permit at the time of issuance.

16. Neither the Commissioners of the Port Authority nor any officer, agent or employee thereof, shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

17. This Permit, including the attached endorsements and exhibits, if any, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof and may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

(a) Use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(b) Not divert or cause or allow to be diverted, any business from the Airport;

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anywise connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

STANDARD ENDORSEMENT NO. 4.1
MERCHANDISE AND/OR SERVICES
All Airports
7/21/49

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority/s rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefore at the Airport;

(b) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(c) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

As used in the above subsections "service" shall include furnishing of parts, materials and supplies (including sale thereof).

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Permittee of the promises and obligations contained in this Permit is therefore a special consideration and inducement to the issuance of this Permit by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Permit, the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Endorsement in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons including the United States of America resulting from the Permittee's noncompliance with any of the provisions of this Endorsement and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Airport including any Space covered by this Permit, or for the safe and efficient operation of the Airport including any Space covered by this Permit. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five days before the Permittee shall be required to comply therewith.

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

Notwithstanding any other provision of this Permit, the permission hereby granted shall in any event terminate with the expiration or termination of the lease of Newark International Airport from the City of Newark to the Port Authority under the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex on October 30, 1947 in Book E-110 of Deeds at pages 242, et seq. No greater rights and privileges are hereby granted to Permittee than the Port Authority has power to grant under said agreement as supplemented or amended as aforesaid.

"Newark Liberty International Airport" or "Airport" shall mean the land and premises in the County of Essex and State of New Jersey, which are westerly of the right of way of the Central Railroad of New Jersey and are shown upon the exhibit attached to the said agreement between the City and the Port Authority and marked "Exhibit A", as contained within the limits of a line of crosses appearing on said exhibit and designated "Boundary of terminal area in City of Newark", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

The Port Authority has agreed by a provision in its agreement of lease with the City covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City and of it various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

(1) The Permittee in its own name as assured shall secure and pay the premium or premiums for such of the following policies of insurance with respect to which minimum limits are fixed in the schedule below. Each such policy shall be maintained in at least the limit fixed with respect thereto, shall cover the operations of the Permittee under this Permit, and shall be effective throughout the effective period:

SCHEDULE

	Policy	Minimum Limit
(a)	Commercial general liability insurance (to include contractual liability endorsement)	
	(1) Bodily-injury liability:	
	For injury or wrongful death to one person:	$2,000,000.00
	For injury or wrongful death to more than one person in any one occurrence:	$2,000,000.00
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$2,000,000.00
	(3) Products liability:	$ 2,000,000.00
(b)	Automotive liability insurance:	
	(1) Bodily-injury liability	
	For injury or wrongful death to one person:	$
	For injury or wrongful death to more than one person in any one occurrence:	$
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$
(c)	Plate and mirror glass insurance, covering all plate and mirror glass in the premises, and the lettering, signs, or decorations, if any, on such plate and mirror glass:	$
(d)	Boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$
(e)	"Additional Interest" policy of boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$

(2) The Port Authority shall be named as an additional insured in any policy of liability insurance required by this Endorsement, unless the Port Authority shall, at any time during the effective period of this Permit, direct otherwise in writing, in which case the Permittee shall cause the Port Authority not to be so named.

(3) Every policy of insurance on property other than that of the Permittee required by this Endorsement shall name the Port Authority as the owner of property, unless the Space is located in an area as to which the Port Authority is itself a lessee, in which case the Port Authority shall be named as the lessee and the owner shall be named as the owner, and the policy shall be endorsed substantially as follows:

> "Loss, if any, under this policy, as to the interest of the owner and as to the interest of the Port Authority of New York and New Jersey, shall be adjusted solely with the Port Authority, and all proceeds under this policy shall be paid solely to the Port Authority."

(4) The "Additional Interest" policy of boiler and machinery insurance required by this Endorsement shall provide protection under Sections 1 and 2 only of the Insuring Agreements of the form of policy approved for use as of the date hereof by the National Bureau of Casualty Underwriters, New York, New York.

(5) As to any insurance required by this Endorsement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority within ten (10) days after the execution of this Permit. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving ten (10) days' written notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, of if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

(6) Each policy of insurance required by this Endorsement shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters and the New York Fire Insurance Exchange, or if the Permittee's operations hereunder are in New Jersey, the National Board of Fire Underwriters and The Fire Insurance Rating Organization of N.J., and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Endorsement, any fire insurance, extended coverage or rental insurance rate on the Airport or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

The Permittee shall not do or permit to be done any act which

(a) will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereon, or

(b) will increase the rate of any fire insurance, extended coverage or rental insurance on the Airport or any part thereof or upon the contents of any building thereon, or

(c) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or

(d) may cause or produce upon the Airport any unusual, noxious or objectionable smokes, gases, vapors or odors, or

(e) may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Airport, or

(f) shall constitute a nuisance in or on the Airport or which may result in the creation, commission or maintenance of a nuisance in or on the Airport.

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

(a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deposit with the Port Authority (and shall keep deposited throughout the effective period of the permission under this Permit) the sum of Sixteen Thousand Dollars and No Cents ($16,000.00)
either in cash, or bonds of the United States of America, or of the State of New Jersey, or of the State of New York, or of the Port Authority of New York and New Jersey, having a market value of that amount, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed. Bonds qualifying for deposit hereunder shall be in bearer form but if bonds of that issue were offered only in registered form, then the Permittee may deposit such bonds or bonds in registered form, provided, however, that the Port Authority shall be under no obligation to accept such deposit of a bond in registered form unless such bond has been re-registered in the name of the Port Authority (the expense of such re-registration to be borne by the Permittee) in a manner satisfactory to the Port Authority. The Permittee may request the Port Authority to accept a registered bond in the Permittee's name and if acceptable to the Port Authority the Permittee shall deposit such bond together with an irrevocable bond power (and such other instruments or other documents as the Port Authority may require) in form and substance satisfactory to the Port Authority. In the event the deposit is returned to the Permittee any expenses incurred by the Port Authority in re-registering a bond to the name of the Permittee shall be borne by the Permittee. In addition to any and all other remedies available to it, the Port Authority shall have the right, at its option, at any time and from time to time, with or without notice, to use the deposit or any part thereof in whole or partial satisfaction of any of its claims or demands against the Permittee. There shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of the deposit itself shall cure any default or breach of this Agreement on the part of the Permittee. With respect to any bonds deposited by the Permittee, the Port Authority shall have the right, in order to satisfy any of its claims or demands against the Permittee, to sell the same in whole or in part, at any time, and from time to time, with or without prior notice at public or private sale, all as determined by the Port Authority, together with the right to purchase the same at such sale free of all claims, equities or rights of redemption of the Permittee. The Permittee hereby waives all right to participate therein and all right to prior notice or demand of the amount or amounts of the claims or demands of the Port Authority against the Permittee. The proceeds of every such sale shall be applied by the Port Authority first to the costs and expenses of the sale (including but not limited to advertising or commission expenses) and then to the amounts due the Port Authority from the Permittee. Any balance remaining shall be retained in cash toward bringing the deposit to the sum specified above. In the event that the Port Authority shall at any time or times so use the deposit, or any part thereof, or if bonds shall have been deposited and the market value thereof shall have declined below the above-mentioned amount, the Permittee shall,

on demand of the Port Authority and within two (2) days thereafter, deposit with the Port Authority additional cash or bonds so as to maintain the deposit at all times to the full amount above stated, and such additional deposits shall be subject to all the conditions of this Standard Endorsement. After the expiration or earlier revocation or termination of the effective period of the permission under this Permit, and upon condition that the Permittee shall then be in no wise in default under any part of this Permit, and upon written request therefor by the Permittee, the Port Authority will return the deposit to the Permittee less the amount of any and all unpaid claims and demands (including estimated damages) of the Port Authority by reason of any default or breach by the Permittee of this Permit or any part thereof. The Permittee agrees that it will not assign or encumber the deposit. The Permittee may collect or receive any interest or income earned on bonds and interest paid on cash deposited in interest-bearing bank accounts, less any part thereof or amount which the Port Authority is or may hereafter be entitled or authorized by law to retain or to charge in connection therewith, whether as or in lieu of an administrative expense, or custodial charge, or otherwise; provided, however, that the Port Authority shall not be obligated by this provision to place or to keep cash deposited hereunder in interest-bearing bank accounts.

If any type of strike or other labor activity is directed against the Permittee at the Facility or against any operations pursuant to this Permit resulting in picketing or boycott for a period of at least forty-eight (48) hours which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Facility or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this Permit effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

SPECIAL ENDORSEMENTS

1. (a) By agreement of lease, dated as of January 11, 1985 bearing Port Authority file No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease") the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of June 4, 2003 (hereinafter called the "Sublease"), under which the Permittee has agreed to operate certain consumer services in locations the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate one first-class concession at the Terminal for the purpose of the sale at retail of medium to better quality silver jewelry, silver fashion accessories and as

thereto, medium to better quality silver pieces and silver home furnishings, and for no other purpose whatsoever.

(c) The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

(d) The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information)), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift

certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record- keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Annual Exemption Amount" shall mean (i) for the period from the Rental Commencement Date through July 31, 2005, the sum of Five Hundred Forty-one Thousand Six Hundred Sixty-six Dollars and Sixty-seven Cents ($541,666.67) and (ii) for the period from August 1, 2005 through July 31, 2008, the sum of Six Hundred Twenty-five Thousand Dollars and No Cents ($625,000.00), as the same may be reduced by the operation of the proration provisions hereof and as the same may be adjusted pursuant to the Sublease. The Monthly Exemption Amount shall equal one-twelfth of the Annual Exemption Amount.

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent as follows: (i) for the period from the Rent Commencement Date through July 31, 2005, both dates inclusive, at the rate of Sixty-five Thousand Dollars and No Cents ($65,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Five Thousand Four Hundred Sixteen Dollars and Sixty-seven Cents ($5,416.67) on the Rent Commencement Date and on the first day of each calendar month thereafter during such period; and (ii) for the period from August 1, 2005 through July 31, 2008, both dates inclusive, at the rate of Seventy-five Thousand Dollars and No Cents ($75,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Six Thousand Two Hundred Fifty Dollars and No Cents ($6,250.00), on August 1, 2005 and on the first day of each calendar month thereafter occurring during the period of permission under this Permit. If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the

amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Enplanements, pursuant to the terms of the Sublease.

(ii) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(iii) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable)) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority an annual percentage rent equivalent to the PA Share of the sum of twelve percent (12%) of all gross receipts of the Permittee in excess of the Monthly Exemption Amount arising during the effective period of permission hereunder.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the

end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage(s) stated in paragraph (c) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentage(s) applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentage(s) set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable Monthly Exemption Amount, established for the monthly period, or (B) the applicable percentage(s) set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Annual Exemption Amount, established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable Monthly Exemption Amounts, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Annual Exemption Amount, less the total of all percentage rent payments previously made for such annual period. At any time that the Monthly Exemption Amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentage(s) applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the

computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated Annual Exemption Amount(s) established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) The Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) 60 days following delivery of the Space to the Permittee, or

(c) July 15, 2003,

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. The Permittee shall be required to make a minimum initial capital investment (excluding furniture, fixtures and equipment) to ready the Space for initial occupancy and operations in an amount equal to Two Hundred Dollars ($200) per square foot. Nothing herein shall reduce the Permittee's obligations to comply with the Port Authority's Tenant Alteration and Application process and the Airline's design specifications and standards, nor reduce any obligation of the Permittee under the Sublease to maintain, improve or refurbish the Space during the term of the subletting.

SPECIAL ENDORSEMENTS

5. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section l of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

> "Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

> "If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

SPECIAL ENDORSEMENTS

(e) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

> "In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(h) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(i) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

> (ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".
>
> (iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

SPECIAL ENDORSEMENTS

(j) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

(k) Notwithstanding the provisions of Standard Endorsement 21.1 annexed to this Permit, the Port Authority (as well as the Airline and the Manager) shall be named as an additional insured in any policy of liability insurance required by the provisions of this Permit and each such policy of insurance so required shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(l) The policies referred to in Standard Endorsement 21.1 shall provide or contain an endorsement providing that:

> (i) the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority, and
>
> (ii) the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Permittee shall be the same as the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person as if the Port Authority were the named insured thereunder,

but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

(m) Without limiting the generality of the provisions of Standard Endorsement 23.1, the Permittee agrees that notwithstanding the sum stated to be the security deposit to be delivered to the Port Authority upon execution of this Permit, the security amount required hereunder shall at all times during the period of permission be an amount equal to at least three (3) months' Guaranteed Rent in cash or bonds (as described in said Standard Endorsement) or at least twelve (12) months' Guaranteed Rent in the form of a clean irrevocable letter of credit satisfactory to the Port Authority and, accordingly, such amount may change from time to time by notice to the Permittee during such period.

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

SPECIAL ENDORSEMENTS

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease

covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

(g) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) The abatement of Guaranteed Rent provided in Section 6.04(a) of the Sublease shall not apply with respect to the PA Share of such Rental. The abatement of Guaranteed Rent provided in Section 6.04(A) relating to being unable to operate "as a result of the exercise of any of Landlord's rights", shall, as a matter of clarification, relate solely to the exercise of Landlord's rights in

connection with the aforementioned relocation and not any other rights which Landlord may have elsewhere under the Sublease, under the Terminal C Lease, or under law.

(2) In the last sentence of Section 27.29 of the Sublease, the phrase "that Tenant shall indemnify, defend and hold harmless Landlord, the Authority and their respective officers, directors, agents, representatives, elected officials and employees" shall be deemed modified to read as follows: "that Tenant shall indemnify, defend and hold harmless Landlord, the Authority and their respective officers, directors, agents, representatives, Commissioners and employees".

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of an payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by

audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. (a) The Permittee hereby certifies that its Federal Tax Identification Number is for the purposes of Standard Endorsement No. 23.1.

(b) The Permittee acknowledges and agrees that the Port Authority reserves the right, at its sole discretion, to adjust at any time and from time to time upon fifteen (15) days notice to the Permittee, the security deposit amount as set forth in paragraph (a) of Standard Endorsement No. 23.1. Not later than the effective date set forth in said notice the Permittee shall deposit with the Port Authority the new security deposit amount as set forth in said notice which new amount shall thereafter constitute the security deposit subject to said Standard Endorsement No. 23.1.

AEF
For the Port Authority

Initialed: JB
For the Permittee

HS
For the Airline

Form F - Privilege, All Facilities
12/4/73

:For Port Authority Use Only :
: ANB-899 :

AVIATION DEPT.
FILE COPY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 Park Avenue South
New York, New York 10003

PRIVILEGE PERMIT

The Port Authority of New York and New Jersey (herein called the "Port Authority") hereby grants to the Permittee hereinafter named the hereinafter described privilege at the Port Authority Facility hereinafter named, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee or fees hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. **FACILITY: Newark Liberty International Airport**
2. **PERMITTEE:** RUBY'S EWR C-2, L.L.C., a limited liability company organized under the laws of the State of New Jersey.
3. **PERMITTEE'S ADDRESS:** 199 Main Street, 8th floor
   White Plains, New York 10601
4. **PERMITTEE'S REPRESENTATIVE:** Giorgio Kolaj
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** May 30, 2008
8. **EXPIRATION DATE:** March 30, 2013, subject to Special Endorsement No. 15 of the Permit, unless sooner revoked as provided in Section 1 of the following Terms and Conditions.
9. **ENDORSEMENTS: 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 21.1, 22, 28 and SPECIAL**

Dated: As of May 30, 2008

Consented and Agreed to by
CONTINENTIAL AIRLINES, INC.
As of May 30, 2008

By _____

Print Name Toby Enqvist Emp. #96158

(Title) Staff Vice President ~~Global Real Estate~~ President
Continental Airlines, Inc

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:
SB	

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____
NYSA C. Scully

(Title) Asst Director, CCAS

RUBY'S EWR C-2, L.L.C.
Permittee

By _____

Print Name Paul Kolaj

(Title) Member

TERMS AND CONDITIONS

1. The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty days' written notice, by the Port Authority or terminated without cause, upon thirty days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four hours' notice if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same).Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

2. The rights granted hereby shall be exercised

(a) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,

(b) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, and employees,

(c) if the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees, or

(d) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees;

and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other person, corporation or legal entity. The Permittee shall not assign or transfer this Permit or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

4. The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the written approval of the Manager of the Facility. The Port Authority shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have *no right hereunder to park vehicles within the Facility.*

6. (a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Permittee in performing or observing any term or provision of this Permit, or out of the operations of the Permittee, its officers, employees or persons who are doing business with the Permittee arising out of or in connection with the activities permitted

hereunder, or arising out of the acts or omissions of the Permittee, its officers or employees at the Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

7. The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations hereunder. The Permittee shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair

competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

(a) The term "Executive Director" shall mean the person or persons from time to-time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee, it shall mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

(b) The terms "Manager of the Facility" or "General Manager of the Facility" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Manager or General Manager (or temporary or Acting Manager or General Manager) of the Facility for the time being, or his duly designated representative or representatives.

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail or certified mail addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

15. The Permittee agrees to be bound by and comply with the provisions of all endorsements annexed to this Permit at the time of issuance.

16. No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

17. This Permit, including the attached endorsements and exhibits, if any, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof and may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

18. The Permittee hereby waives its right to trial by jury in any action that may hereafter be instituted by the Port Authority against the Permittee in respect of the permission granted hereunder and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

19. Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Permittee shall continue to perform the privilege granted under this Permit, after the expiration, revocation or termination of the effective period of the permission granted under this Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Permit or other remedies the Port Authority may have by law or otherwise, the

Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination, and ending on the date that the Permittee shall cease to perform the privilege at the Airport under the Permit, equal to twice the sum of the monthly fee under the Permit. Nothing herein contained shall give, or be deemed to give, the Permittee any right to continue to perform the privilege granted under this Permit at the Airport after the expiration, revocation or termination of the effective period of the permission granted under the Permit. The Permittee acknowledges that the failure of the Permittee to cease to perform the privilege at the Airport from and after the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss. The Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

(a) Use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(b) Not divert or cause or allow to be diverted, any business from the Airport;

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anyway connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of

such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

4. Effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event that upon conducting an examination and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefor at the Airport;

(b) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(c) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

As used in the above subsections "service" shall include furnishing of parts, materials and supplies (including sale thereof).

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Permittee of the promises and obligations contained in this Permit is therefore a special consideration and inducement to the issuance of this Permit by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Permit, the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Endorsement in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons, including the United States of America, resulting from the Permittee's noncompliance with any of the provisions of this Endorsement, and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material

may be placed therein; said receptacles being provided and maintained by the Permittee. The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Airport, including any Space covered by this Permit, or for the safe and efficient operation of the Airport, including any Space covered by this Permit. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five (5) days before the Permittee shall be required to comply therewith.

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

Notwithstanding any other provision of this Permit, the permission hereby granted shall in any event terminate with the expiration or termination of the lease of Newark Liberty International Airport from the City of Newark to the Port Authority under the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex on October 30, 1947 in Book E-110 of Deeds at pages 242, et seq. No greater rights and privileges are hereby granted to Permittee than the Port Authority has power to grant under said agreement as supplemented or amended as aforesaid.

"Newark Liberty International Airport" or "Airport" shall mean the land and premises in the County of Essex and State of New Jersey, which are westerly of the right of way of the Central Railroad of New Jersey and are shown upon the exhibit attached to the said agreement between the City and the Port Authority and marked "Exhibit A", as contained within the limits of a line of crosses appearing on said exhibit and designated "Boundary of terminal area in City of Newark", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

The Port Authority has agreed by a provision in its agreement of lease with the City covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City and of it various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

(1) The Permittee in its own name as assured shall secure and pay the premium or premiums for such of the following policies of insurance with respect to which minimum limits are fixed in the schedule below. Each such policy shall be maintained in at least the limit fixed with respect thereto, shall cover the operations of the Permittee under this Permit, and shall be effective throughout the effective period:

SCHEDULE

	Policy	Minimum Limit
(a)	Commercial general liability insurance (to include contractual liability endorsement)	
	(1) Bodily-injury liability:	
	For injury or wrongful death to one person:	$2,000,000.00
	For injury or wrongful death to more than one person in any one occurrence:	$2,000,000.00
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$2,000,000.00
	(3) Products liability:	$2,000,000.00
	(4) Liquor Liability:	$2,000,000.00
(b)	Automotive liability insurance:	
	(1) Bodily-injury liability	
	For injury or wrongful death to one person:	$
	For injury or wrongful death to more than one person in any one occurrence:	$
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$
(c)	Plate and mirror glass insurance, covering all plate and mirror glass in the premises, and the lettering, signs, or decorations, if any, on such plate and mirror glass:	$
(d)	Boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$
(e)	"Additional Interest" policy of boiler and machinery	

insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space: $

(2) The Port Authority shall be named as an additional insured in any policy of liability insurance required by this Endorsement, unless the Port Authority shall, at any time during the effective period of this Permit, direct otherwise in writing, in which case the Permittee shall cause the Port Authority not to be so named.

(3) Every policy of insurance on property other than that of the Permittee required by this Endorsement shall name the Port Authority as the owner of property, unless the Space is located in an area as to which the Port Authority is itself a lessee, in which case the Port Authority shall be named as the lessee and the owner shall be named as the owner, and the policy shall be endorsed substantially as follows:

> "Loss, if any, under this policy, as to the interest of the owner and as to the interest of the Port Authority of New York and New Jersey, shall be adjusted solely with the Port Authority, and all proceeds under this policy shall be paid solely to the Port Authority."

(4) The "Additional Interest" policy of boiler and machinery insurance required by this Endorsement shall provide protection under Sections 1 and 2 only of the Insuring Agreements of the form of policy approved for use as of the date hereof by the National Bureau of Casualty Underwriters, New York, New York.

(5) As to any insurance required by this Endorsement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority within ten (10) days after the execution of this Permit. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving ten (10) days' written notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, of if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

(6) Each policy of insurance required by this Endorsement shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters and the New York Fire Insurance Exchange, or if the Permittee's operations hereunder are in New Jersey, the National Board of Fire Underwriters and The Fire Insurance Rating Organization of N.J., and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Endorsement, any fire insurance, extended coverage or rental insurance rate on the Airport or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

The Permittee shall not do or permit to be done any act which

(a) will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereon, or

(b) will increase the rate of any fire insurance, extended coverage or rental insurance on the Airport or any part thereof or upon the contents of any building thereon, or

(c) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or

(d) may cause or produce upon the Airport any unusual, noxious or objectionable smokes, gases, vapors or odors, or

(e) may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Airport, or

(f) shall constitute a nuisance in or on the Airport or which may result in the creation, commission or maintenance of a nuisance in or on the Airport.

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

If any type of strike or other labor activity is directed against the Permittee at the Facility or against any operations pursuant to this Permit resulting in picketing or boycott for a period of at least forty-eight (48) hours, which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Facility or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this Permit, effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

SPECIAL ENDORSMENTS

1. (a) By agreement of lease, dated as of January 11, 1985 bearing Port Authority file No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease") the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of May 30, 2008 (hereinafter called the "Sublease"), under which the Permittee has agreed to operate certain consumer services in locations the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate at the Terminal a first-class full-service, sit-down diner style food and beverage concession, under the trade name "Ruby's Diner", offering menu items for breakfast, lunch and dinner and a wide variety of non-alcoholic and alcoholic beverage and the incidental sale of Ruby's Diner logoed merchandise; and such other

be consented to in advance by the Airline and the Port Authority and for no other purpose whatsoever.

(c) The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

(d) The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information)), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift

certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record- keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Annual Exemption Amount" shall mean the sum of One Million Nine Hundred Twenty-three Thousand Seventy-six Dollars and Ninety-two Cents ($1,923,076.92) as the same may be reduced by the operation of the proration provisions hereof and as the same may be adjusted pursuant to the Sublease. The Monthly Exemption Amount shall equal one-twelfth of the Annual Exemption Amount.

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of Two Hundred and Fifty Thousand Dollars and No Cents ($250,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Twenty Thousand Eight Hundred Thirty-three Dollars and Thirty-three Cents ($20,833.33), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit. If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Enplanements, pursuant to the terms of the Sublease.

(ii) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed

Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(iii) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable)) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority a monthly percentage rent equivalent to the PA Share equal to thirteen percent (13%) of all gross receipts of the Permittee in excess of the Monthly Exemption Amount arising during the effective period of permission hereunder.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage(s) stated in paragraph (c) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentages applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentage(s) set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the

report is made are in excess of the applicable Monthly Exemption Amount, established for the monthly period, or (B) the applicable percentages set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Annual Exemption Amount, established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable Monthly Exemption Amounts, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Annual Exemption Amount, less the total of all percentage rent payments previously made for such annual period. At any time that the Monthly Exemption Amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated Annual Exemption Amount(s) established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

SPECIAL ENDORSMENTS

(f) The Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) November 24, 2008,

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. The Permittee shall be required to make a minimum initial capital investment (excluding furniture, fixtures and equipment) to ready the Space for initial occupancy and operations in an amount equal to Two Hundred Dollars ($200) per square foot. Nothing herein shall reduce the Permittee's obligations to comply with the Port Authority's Tenant Alteration and Application process and the Airline's design specifications and standards, nor reduce any obligation of the Permittee under the Sublease to maintain, improve or refurbish the Space during the term of the subletting.

5. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

> "Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the

shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same). Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

"If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

SPECIAL ENDORSMENTS

(e) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

> "In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(h) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(i) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

> (ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".
>
> (iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

SPECIAL ENDORSMENTS

(j) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

(k) Notwithstanding the provisions of Standard Endorsement 21.1 annexed to this Permit, the Port Authority (as well as the Airline and the Manager) shall be named as an additional insured in any policy of liability insurance required by the provisions of this Permit and each such policy of insurance so required shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(l) The policies referred to in Standard Endorsement 21.1 shall provide or contain an endorsement providing that:

> (i) the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority, and
>
> (ii) the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Permittee shall be the same as the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person as if the Port Authority were the named insured thereunder,

but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

(m) Without limiting the generality of the provisions of Standard Endorsement 23.1, the Permittee agrees that notwithstanding the sum stated to be the security deposit to be delivered to the Port Authority upon execution of this Permit, the security amount required hereunder shall at all times during the period of permission be an amount equal to at least three (3) months' Guaranteed Rent in cash or bonds (as described in said Standard Endorsement) or at least twelve (12) months' Guaranteed Rent in the form of a clean irrevocable letter of credit satisfactory to the Port Authority and, accordingly, such amount may change from time to time by notice to the Permittee during such period.

SPECIAL ENDORSMENTS

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens,

shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

(g) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, not unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import

not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(3) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(4) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to an assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of an payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

SPECIAL ENDORSMENTS

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

12. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority , and payable in the Port of New York District in the amount of One Hundred Twenty-five Thousand Dollars and No Cents ($125,000.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security hereunder. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made in accordance with the provisions of this Permit. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port

Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to constitute a waiver of any default by the Permittee under the terms of this Permit and all remedies of the Port Authority consequent upon such default shall not be affected by the existence of any recourse to any such letter of credit.

(b) The Permittee hereby certifies that its Federal Tax Identification Number is for the purposes of this Special Endorsement.

(c) The Permittee acknowledges and agrees that the Port Authority reserves the right, at its sole discretion, to adjust at any time and from time to time upon fifteen (15) days notice to the Permittee, the security deposit amount as set forth in paragraph (a). Not later than the effective date set forth in said notice the Permittee shall deposit with the Port Authority the new security deposit amount as set forth in and in such form as requested by said notice which new amount (including without limitation an amendment to or a replacement of the letter of credit) shall thereafter constitute the security deposit subject to this Special Endorsement.

13. The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement or any management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23. The Permittee agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreement. Further, the Permittee agrees to comply with the terms and provisions of Schedule G, attached hereto and hereto made a part hereof.

14. Labor Harmony at the Airport

(a) General. In connection with its operations at the Airport under this Permit, the Permittee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Permittee recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Permittee shall immediately give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all impending or existing labor-related disruptions and the progress thereof.

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Permittee at the Terminal, or against its operations thereat pursuant to this Permit, which in the opinion of the Port Authority (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the

Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(b) Labor peace agreement. The Permittee represents that, prior to or upon entering into this Supplemental Agreement, it has delivered to the Port Authority evidence of a signed labor peace agreement, in the form attached hereto as Exhibit X or, in the event Exhibit X is inapplicable, then a signed officer's certification to such effect in the required form provided by the Port Authority.

(c) Employee Retention. If the Permittee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Space (the "Predecessor Concession"), the Permittee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Permittee at the Space. The foregoing requirement shall be subject to the Permittee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Permitte shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space. The Port Authority shall have the right to demand from the Permittee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision. In the event the Permittee fails to comply with this provision, the Port Authority have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(d) Applicability of Provision. The provisions of this section shall apply to concession operators which employ ten (10) or more persons at the Space.

SPECIAL ENDORSMENTS

15. The Expiration Date of this Permit shall be March 30, 2013; provided, however, that if the term of the letting to the Airline under the Airline Lease is extended beyond March 30, 2013, then the period of permission granted under this Permit shall be the earlier of: (i) the day prior to the expiration date of the term of the letting of the Airline Lease, as extended; or (ii) the 10th anniversary of the Rent Commencement Date. The Airline shall confirm the actual date of the expiration date in a written letter to the Permittee, a copy of which letter shall be delivered contemporaneously to the Port Authority.

OK

For the Port Authority

Initialed:

For the Permittee

TR

For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

Ruby's EWR C-2, LLC (the "Company") has complied with board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:

Ruby's EWR C-2, LLC

By: _____

Print Name: Paul Kolaj

Date: 7-22-09

FOR THE UNION:

Unite Here International

By: _____

Print Name: Blake Harwell

Date: July 22, 2009

LOCAL 37, Affiliated with the AIRPORT, RACETRACK AND ALLIED WORKERS JOINT BOARD

By: _____ manager

Richard Rumelt

Date: 7-22-09

LOCAL 37, Affiliated with the AIRPORT, RACETRACK AND ALLIED WORKERS JOINT BOARD

By: _____

manager Stephen Francis

Date: 7-22-09

SCHEDULE G

Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation

In accordance with regulations of the US Department of Transportation 49 CFR Part 23, the Port Authority has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE) program under which qualified firms may have the opportunity to operate an airport business. The Port Authority has established an ACDBE participation goal, as measured by the total estimated annual gross receipts for the overall concession program. The goal is modified from time to time and posted on the Port Authority's website: www.panynj.gov.

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. The Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint ventures in which ACDBEs control a distinct portion of the joint venture business and/or purchase of goods and services from ACDBEs. In connection with the aforesaid good faith efforts, as to those matters contracted out by the Concessionaire in its performance of this agreement, the Concessionaire shall use, to the maximum extent feasible and consistent with the Concessionaire's exercise of good business judgment including without limit the consideration of cost competitiveness, a good faith effort to meet the Port Authority's goals. Information regarding specific good faith steps can be found in the Port Authority's ACDBE Program located on its above-referenced website. In addition, the Concessionaire shall keep such records as shall enable the Port Authority to comply with its obligations under 49 CFR Part 23 regarding efforts to offer opportunities to ACDBEs.

Qualification as an ACDBE

To qualify as an ACDBE, the firm must meet the definition set forth below and be certified by the New York State or New Jersey Uniform Certification Program (UCP). The New York State UCP directory is available on-line at www.nysucp.net and the New Jersey UCP at www.njucp.net.

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed $47.78 million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily

business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of part 23 is $750,000.

The ACDBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Port Authority makes a rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged":

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the Port Authority, as a certifying partner in the New York State and New Jersey UCPs will

determine whether the individual is socially or economically disadvantaged under the criteria established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP directories but which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee, the term Concessionaire shall mean the Lessee herein.

OAC

For the Port Authority

Initialed:

For the Permittee

TC

For the Airline

Form F - Privilege, All Facilities
12/4/73

:For Port Authority Use Only :
:
: ANB-291 :

AVIATION DEPT.
FILE COPY

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 Park Avenue South
New York, New York 10003

PRIVILEGE PERMIT

The Port Authority of New York and New Jersey (herein called the "Port Authority") hereby grants to the Permittee hereinafter named the hereinafter described privilege at the Port Authority Facility hereinafter named, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee or fees hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. **FACILITY: Newark Liberty International Airport**
2. **PERMITTEE:** SHREE RUSHABH, INC., d/b/a Dunkin' Donuts, a corporation incorporated under the laws of the State of New Jersey
3. **PERMITTEE'S ADDRESS:** 704-710 Kennedy Boulevard
   Union City, New Jersey 07087
4. **PERMITTEE'S REPRESENTATIVE:** Sudhir Shah
5. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
6. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
7. **EFFECTIVE DATE:** as of July 8, 2003
8. **EXPIRATION DATE:** The later of October 31, 2010 or the 7th anniversary of the Rent Commencement Date, unless sooner revoked as provided in Section 1 of the following Terms and Conditions.
9. **ENDORSEMENTS: 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 21.1, 22, 28, SPECIAL**

Dated: As of July 8, 2003

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) FRANCIS A. DIMOLA
ASSISTANT DIRECTOR
AVIATION DEPT.

APPROVED:
FORM | TERMS
MW | SB

CONSENTED AND AGREED TO
BY CONTINENTAL AIRLINES, INC.
as of July 8, 2003

By _____
Holden Shannon
Vice President
Corporate Real Estate
& Environmental Affairs

(Title) President

SHREE RUSHABH, INC.
Permittee

By Sudhir A. Shah
Sudhir A. Shah

(Title) President

TERMS AND CONDITIONS

1. The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty days' written notice, by the Port Authority or terminated without cause, upon thirty days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four hours' notice if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees. Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

2. The rights granted hereby shall be exercised

(a) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,

(b) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, and employees,

(c) if the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees, or

(d) if the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees;

and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other person, corporation or legal entity. The Permittee shall not assign or transfer this Permit or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

3. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

4. The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the written approval of the Manager of the Facility. The Port Authority shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

5. In the use of the parkways, roads, streets, bridges, corridors, hallways, stairs and other common areas of the Facility as a means of ingress and egress to, from and about the Facility, and also in the use of portions of the Facility to which the general public is admitted, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility.

6. (a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Permittee in performing or observing any term or provision of this Permit, or out of the operations of the Permittee, its officers, employees or persons who are doing business with the Permittee arising out of or in connection with the activities permitted hereunder, or arising out of the acts or omissions of the Permittee, its officers or employees at the Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

7. The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations hereunder. The Permittee shall not install any fixtures or make any alterations or improvements in or additions or repairs to any property of the Port Authority except with its prior written approval.

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration or termination of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall so fail to remove such property upon the expiration, termination or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

9. The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit. Without in any wise limiting its obligations under Section 6 hereof the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

11. No signs, posters or similar devices shall be erected, displayed or maintained by the Permittee in view of the general public without the written approval of the Manager of the Facility; and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Permittee's representative hereinbefore specified (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and to do any act or thing to be done hereunder, and to execute on behalf of the Permittee any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. As used herein:

(a) The term "Executive Director" shall mean the person or persons from time to-time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee, it shall mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

(b) The terms "Manager of the Facility" or "General Manager of the Facility" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Manager or General Manager (or temporary or Acting Manager or General Manager) of the Facility for the time being, or his duly designated representative or representatives.

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail-addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

15. The Permittee agrees to be bound by and comply with the provisions of all endorsements annexed to the Permit at the time of issuance.

16. Neither the Commissioners of the Port Authority nor any officer, agent or employee thereof, shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach thereof.

17. This Permit, including the attached endorsements and exhibits, if any, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof and may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

(a) Use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(b) Not divert or cause or allow to be diverted, any business from the Airport;

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anywise connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

STANDARD ENDORSEMENT NO. 4.1
MERCHANDISE AND/OR SERVICES
All Airports
7/21/49

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

STANDARD ENDORSEMENT NO. 6.1
All Installations
3/28/49

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority/s rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefore at the Airport;

(b) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(c) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

As used in the above subsections "service" shall include furnishing of parts, materials and supplies (including sale thereof).

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Permittee of the promises and obligations contained in this Permit is therefore a special consideration and inducement to the issuance of this Permit by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Permit, the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Endorsement in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons including the United States of America resulting from the Permittee's noncompliance with any of the provisions of this Endorsement and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Airport including any Space covered by this Permit, or for the safe and efficient operation of the Airport including any Space covered by this Permit. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five days before the Permittee shall be required to comply therewith.

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Facility which may be necessary for the Permittee's operations thereat.

The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operation hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

STANDARD ENDORSEMENT NO. 17.1
LAW COMPLIANCE
All Facilities
8/29/49

Notwithstanding any other provision of this Permit, the permission hereby granted shall in any event terminate with the expiration or termination of the lease of Newark International Airport from the City of Newark to the Port Authority under the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex on October 30, 1947 in Book E-110 of Deeds at pages 242, et seq. No greater rights and privileges are hereby granted to Permittee than the Port Authority has power to grant under said agreement as supplemented or amended as aforesaid.

"Newark Liberty International Airport" or "Airport" shall mean the land and premises in the County of Essex and State of New Jersey, which are westerly of the right of way of the Central Railroad of New Jersey and are shown upon the exhibit attached to the said agreement between the City and the Port Authority and marked "Exhibit A", as contained within the limits of a line of crosses appearing on said exhibit and designated "Boundary of terminal area in City of Newark", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

The Port Authority has agreed by a provision in its agreement of lease with the City covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City and of it various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

STANDARD ENDORSEMENT NO. 19.3
PARTICULAR FACILITY
Newark International Airport
03/15/74

(1) The Permittee in its own name as assured shall secure and pay the premium or premiums for such of the following policies of insurance with respect to which minimum limits are fixed in the schedule below. Each such policy shall be maintained in at least the limit fixed with respect thereto, shall cover the operations of the Permittee under this Permit, and shall be effective throughout the effective period:

SCHEDULE

	Policy	Minimum Limit
(a)	Commercial general liability insurance (to include contractual liability endorsement)	
	(1) Bodily-injury liability:	
	For injury or wrongful death to one person:	$2,000,000.00
	For injury or wrongful death to more than one person in any one occurrence:	$2,000,000.00
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$2,000,000.00
	(3) Products liability:	$ 2,000,000.00
(b)	Automotive liability insurance:	
	(1) Bodily-injury liability	
	For injury or wrongful death to one person:	$
	For injury or wrongful death to more than one person in any one occurrence:	$
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$
(c)	Plate and mirror glass insurance, covering all plate and mirror glass in the premises, and the lettering, signs, or decorations, if any, on such plate and mirror glass:	$
(d)	Boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$
(e)	"Additional Interest" policy of boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$

(2) The Port Authority shall be named as an additional insured in any policy of liability insurance required by this Endorsement, unless the Port Authority shall, at any time during the effective period of this Permit, direct otherwise in writing, in which case the Permittee shall cause the Port Authority not to be so named.

(3) Every policy of insurance on property other than that of the Permittee required by this Endorsement shall name the Port Authority as the owner of property, unless the Space is located in an area as to which the Port Authority is itself a lessee, in which case the Port Authority shall be named as the lessee and the owner shall be named as the owner, and the policy shall be endorsed substantially as follows:

> "Loss, if any, under this policy, as to the interest of the owner and as to the interest of the Port Authority of New York and New Jersey, shall be adjusted solely with the Port Authority, and all proceeds under this policy shall be paid solely to the Port Authority."

(4) The "Additional Interest" policy of boiler and machinery insurance required by this Endorsement shall provide protection under Sections 1 and 2 only of the Insuring Agreements of the form of policy approved for use as of the date hereof by the National Bureau of Casualty Underwriters, New York, New York.

(5) As to any insurance required by this Endorsement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority within ten (10) days after the execution of this Permit. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving ten (10) days' written notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, of if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

(6) Each policy of insurance required by this Endorsement shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters and the New York Fire Insurance Exchange, or if the Permittee's operations hereunder are in New Jersey, the National Board of Fire Underwriters and The Fire Insurance Rating Organization of N.J., and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Endorsement, any fire insurance, extended coverage or rental insurance rate on the Airport or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

The Permittee shall not do or permit to be done any act which

(a) will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereon, or

(b) will increase the rate of any fire insurance, extended coverage or rental insurance on the Airport or any part thereof or upon the contents of any building thereon, or

(c) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or

(d) may cause or produce upon the Airport any unusual, noxious or objectionable smokes, gases, vapors or odors, or

(e) may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Airport, or

(f) shall constitute a nuisance in or on the Airport or which may result in the creation, commission or maintenance of a nuisance in or on the Airport.

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

If any type of strike or other labor activity is directed against the Permittee at the Facility or against any operations pursuant to this Permit resulting in picketing or boycott for a period of at least forty-eight (48) hours which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Facility or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this Permit effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

SPECIAL ENDORSEMENTS

1. (a) By agreement of lease, dated as of January 11, 1985 bearing Port Authority file No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease") the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of July 8, 2003 (hereinafter called the "Sublease"), under which the Permittee has agreed to operate certain consumer services in locations the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate at the Terminal a first-class food and beverage concession facility offering freashly-baked doughnuts, muffins, toasted bagels and other bakery items and a wide assortment of beverages to include coffee, tea, milk coolattas, fountain soda,

bottled juices and bottled water; and during the hours of 5:30 A.M. to 10:30 A.M., also breakfast items limited to breakfast sandwiches served on bagels, croissants, and English muffins in various egg, cheese, sausage and bacon combinations; and for no other purpose whatsoever.

The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information)), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special

Endorsement, as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of

merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record- keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Annual Exemption Amount" shall mean the sum of Five Hundred Sixty-six Thousand Six Hundred Sixty-six Dollars and Sixty-seven Cents ($566,666.67) as the same may be reduced by the operation of the proration provisions hereof and as the same may be adjusted pursuant to the Sublease. The Monthly Exemption Amount shall equal one-twelfth of the Annual Exemption Amount.

(vi) "PA Share" shall mean Twenty percent (20%).

(b) (i) The Permittee shall pay to the Port Authority the PA Share of a Guaranteed Rent at the rate of Eighty-five Thousand Dollars and No Cents ($85,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Seven Thousand Eighty-three Dollars and Thirty-three Cents ($7,083.33), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit. If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The

Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Enplanements, pursuant to the terms of the Sublease.

(ii) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(iii) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable)) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority an annual percentage rent equivalent to the PA Share of the sum of fifteen percent (15%) of all gross receipts of the Permittee in excess of the Monthly Exemption Amount arising during the effective period of permission hereunder.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted

hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage(s) stated in paragraph (c) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentages applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentages set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable Monthly Exemption Amount, established for the monthly period, or (B) the applicable percentages set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Annual Exemption Amount, established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable Monthly Exemption Amounts, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Annual Exemption Amount, less the total of all percentage rent payments previously made for such annual period. At any time that the Monthly Exemption Amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent

computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated Annual Exemption Amount established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(f) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of:

(a) the date on which Permittee commences operations in the Space, or

(b) 90 days following delivery of the Space to the Permittee or

(c) November 1, 2003,

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. The Permittee shall be required to make a minimum initial capital investment (excluding furniture, fixtures and equipment) to ready the Space for initial occupancy and operations in an amount equal to Two Hundred Dollars ($200) per square foot. Nothing herein shall reduce the Permittee's obligations to comply with the Port Authority's Tenant Alteration and Application process and the Airline's design specifications and standards, nor reduce any obligation of the Permittee under the Sublease to maintain, improve or refurbish the Space during the term of the subletting.

5. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

SPECIAL ENDORSEMENTS

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

> "Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

> "If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(e) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

SPECIAL ENDORSEMENTS

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) The following clause shall be deemed to have been added to the first sentence of Section 8: "or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier."

(h) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

> "In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(i) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(j) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

(ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".

(iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this

SPECIAL ENDORSEMENTS

Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(k) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

(l) Notwithstanding the provisions of Standard Endorsement 21.1 annexed to this Permit, the Port Authority (as well as the Airline and the Manager) shall be named as an additional insured in any policy of liability insurance required by the provisions of this Permit and each such policy of insurance so required shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(m) The policies referred to in Standard Endorsement 21.1 shall provide or contain an endorsement providing that:

(i) the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority, and

(ii) the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Permittee shall be the same as the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person as if the Port Authority were the named insured thereunder,

but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

(n) Without limiting the generality of the provisions of Standard Endorsement 23.1, the Permittee agrees that notwithstanding the sum stated to be the security deposit to be delivered to the Port Authority upon execution of this Permit, the security amount required hereunder shall at all times during the period of permission be an amount equal to at least three (3) months' Guaranteed Rent in cash or bonds (as described in said Standard Endorsement) or at least twelve (12) months' Guaranteed Rent in the form of a clean irrevocable letter of credit satisfactory to the Port Authority and, accordingly, such amount may change from time to time by notice to the Permittee during such period.

SPECIAL ENDORSEMENTS

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) (i) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(ii) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) The abatement of Guaranteed Rent provided in Section 6.04(a) of the Sublease shall not apply with respect to the PA Share of such Rental. The abatement of Guaranteed Rent provided in Section 6.04(A) relating to being unable to operate "as a result of the exercise of any of Landlord's rights", shall, as a matter of clarification, relate solely to the exercise of Landlord's rights in connection with the aforementioned relocation and not any other rights which Landlord may have elsewhere under the Sublease, under the Terminal C Lease, or under law.

(2) Paragraph (a) of Section 19.01 of the Sublease, entitled "Rights Upon Default", shall be deemed to have added a clause (xi) after clause (x), adding as an additional event of default as follows:

"or (xi) the license or franchise agreement to which Tenant is a party as of the effective date of this Sublease, and which provides for Tenant's right to sell any of the food and beverage items and/or provide the services set forth in the Data Sheet under the "Dunkin Donuts" trade name or trademark, expires, is cancelled or is otherwise terminated."

It is understood and acknowledged that the occurrence of the event described in clause (xi) above shall also be deemed to be a breach under this Permit.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority twenty percent (20%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights

and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of any payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The Permittee acknowledges that should the Airline's tenancy under the Airline Lease terminate or be terminated for any reason, the Permit shall simultaneously, without further action or notice from the Port Authority, also be terminated.

12. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

13. (a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority , and payable in the Port of New York District in the amount of Forty-two Thousand Five Hundred Dollars and No Cents ($42,500.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be

accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is a appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to waiver of any default by the Permittee under the terms of this Permit and all remedies of the Permit and of the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit.

(b) The Permittee hereby certifies that its Federal Tax Identification Number is for the purposes of this Special Endorsement.

SPECIAL ENDORSEMENTS

(c) The Permittee acknowledges and agrees that the Port Authority reserves the right, at its sole discretion, to adjust at any time and from time to time upon fifteen (15) days notice to the Permittee, the security deposit amount as set forth in paragraph (a). Not later than the effective date set forth in said notice the Permittee shall deposit with the Port Authority the new security deposit amount as set forth in and in such form as requested by said notice which new amount (including without limitation an amendment to or a replacement of the letter of credit) shall thereafter constitute the security deposit subject to this Special Endorsement.

ACY
For the Port Authority

Initialed: SAS
For the Permittee

AB
For the Airline

Form A - EWR - 01/21/74

AVIATION DEPT.
FILE COPY

: For Port Authority Use Only :
: ANB-675 :

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
225 Park Avenue South
New York, New York 10003

NEWARK INTERNATIONAL AIRPORT
PRIVILEGE PERMIT

The Port Authority of New York and New Jersey (herein called "the Port Authority") hereby grants to the Permittee hereinafter named the hereinafter described privilege at Newark International Airport, Newark, New Jersey, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee or fees hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. **PERMITTEE:** SPIN PCS INC., a corporation organized under the laws of the State of New York operating under the trade name Gadget Express.
2. **PERMITTEE'S ADDRESS:** 123 Mosley Avenue
   Staten Island, NY 10312
3. **PERMITTEE'S REPRESENTATIVE:** Suhad Kazma
4. **PRIVILEGE:** As set forth in Special Endorsement No. 1 of the Permit
5. **FEES:** As set forth in Special Endorsement No. 2 of the Permit
6. **EFFECTIVE DATE:** September 30, 2006
7. **EXPIRATION DATE:** September 30, 2011 unless sooner revoked as provided in Section 1 of the following Terms and Conditions.
8. **REQUIRED SECURITY DEPOSIT:** $20,000.00
9. **ENDORSEMENTS:** 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 21.1, 23.1, 28 and Specials

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____
Lysa M. Scully
Assistant Director
Customer, Concessions & Airport Service

Dated: As of September 30, 2006

CONSENTED AND AGREED TO
BY CONTINENTAL AIRLINES, INC.
AS OF SEPTEMBER 30, 2006
BY _____

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:

FMT/asg

(TITLE) Toby Enqvist Emp. #96158
Staff Vice President
Global Real Estate
Continental Airlines, Inc

SPIN PCS, INC., Permitee

By _____

Print Name Suhad Kazma

(Title) President

TERMS AND CONDITIONS

1. The permission hereby granted shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition thereof, it may be revoked without cause, upon thirty (30) days' written notice, by the Port Authority or terminated without cause, upon thirty (30) days' written notice by the Permittee, provided, however, that it may be revoked by the Port Authority on twenty-four (24) hours' notice if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same). Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

2. As used in this Permit:

(a) The term "Executive Director" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit but until further notice from the Port Authority to the Permittee, it shall mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

(b) The term "Manager of the Facility" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the said Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Manager (or temporary or Acting Manager) of the Facility for the time being, or his duly designated representative or representatives.

3. The rights granted hereby shall be exercised

(a) If the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,

(b) If the Permittee is an unincorporated association, or a business trust, by the Permittee acting only through the medium of its members, trustees, officers and employees;

(c) If the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees,

(d) If the Permittee is an individual, by the Permittee acting only personally or through the medium of his employees, or

(e) If the Permittee is a limited liability company, by the Permittee acting only through the medium of its members, managers and employees.

and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other person, corporation or legal entity. The Permittee shall not assign or transfer this Permit or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor, without the written approval of the Port Authority.

4. This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

5. The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Port Authority shall have the right to object to the Permittee as to the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

6. In the use of the roads, hallways, stairs and other areas constituting a means of ingress to and egress from the Space, the Permittee shall conform (and shall require its employees, invitees and others doing business with it to conform) to the Rules and Regulations of the Port Authority which are now in effect or which may hereafter be adopted for the safe and efficient operation of the Facility.

Unless otherwise expressly provided, the Permittee, its employees, invitees and those doing business with it shall have no right hereunder to park vehicles within the Facility.

7. (a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Permittee in performing or observing any term or provision of this Permit, or out of the use and occupancy of the Space by the Permittee, its officers, members, managers (if any), employees and persons who are doing business with the Permittee, or out of any of the operations, acts or omissions of the Permittee, or out of the acts or omissions of others on the Space with the Permittee's consent, or out of the acts or omissions of the Permittee, its officers, members, managers (if any), and employees at the Facility.

(b) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

8. The Permittee shall accept the Space in its present condition and shall repair any damage thereto caused by its operations. The Permittee shall not install any fixtures or make any alterations, additions, improvements or repairs in the Space except with the written approval of the Port Authority.

9. The personal property placed or installed by the Permittee in the Space shall remain the property of the Permittee and must be removed on or before the expiration of the permission hereby granted or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier.

If the Permittee shall fail to remove its property upon the expiration, termination or revocation hereof, the Port Authority may, at its option, as agent for the Permittee and at the Permittee's risk and expense, remove such property to a public warehouse for deposit or retain the same in its own possession and after the expiration of thirty (30) days sell the same at public auction, the proceeds of which shall be applied first to the expenses of sale, second to any sums owed by the Permittee to the Port Authority, and any balance remaining shall be paid to the Permittee, or may take such other action as may be necessary or desirable.

10. Unless otherwise expressly provided, the Permittee shall not use the Space (or permit it to be used) for the sale to its employees or to the public, of any beverages, food, candy, gum, ice cream or ice cream products, tobacco or tobacco products, periodicals, books, drugs, toys, games, souvenirs, jewelry, novelties, clothing, flowers, sporting or photographic goods, or toilet articles, or for furnishing for a consideration, theatre tickets, shoe shines, pressing and cleaning (except of its employees' uniforms), developing and printing of photographs and films, baggage checking service, or for the display of advertising of third parties, or for the installation of any coin-operated machines or devices.

11. No signs, posters or similar devices shall be erected, displayed or maintained in view of the general public in or about the Space without the written approval of the Manager of the Facility, and any not approved by him may be removed by the Port Authority at the expense of the Permittee.

12. The Port Authority shall have the right at any time and as often as it considers necessary, to inspect the Space and (without any obligation so to do) to enter thereon to make ordinary repairs, and in the event of emergency to take such action therein as may be required for the protection of persons or property.

13. The Permittee's representative, hereinbefore specified, (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit and any things done or to be done hereunder, and to execute on the Permittee's behalf any amendments or supplements to this Permit or any extension thereof and to give and receive notices hereunder.

14. A bill or statement may be rendered or any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given if the same be in writing and sent by registered or certified mail addressed to the Permittee at the address specified on the first page hereof or at the latest address that the Permittee may substitute therefor by notice to the Port Authority, or left at such address, or delivered to the Permittee's representative, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if

sent by registered or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003 or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

15. If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent (.8%) of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Section with respect to such unpaid amount. Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 2 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Section shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

16. No failure by the Port Authority to insist upon the strict performance of any agreement, term, covenant or condition of this Permit or to exercise any right or remedy consequent upon a breach or default thereof, and no extension, supplement or amendment of this Permit during or after a breach thereof, unless expressly stated to be a waiver, and no acceptance by the Port Authority of fees, charges or other payments in whole or in part after or during the continuance of any such breach or default, shall constitute a waiver of any such breach or default of such agreement, term, covenant or condition. No agreement, term, covenant or condition of this Permit to be performed or complied with by the Permittee, and no breach or default thereof, shall be waived, altered or modified except by a written instrument executed by the Port Authority. No waiver by the Port Authority of any default or breach on the part of the Permittee in performance of any agreement, term, covenant or condition of this Permit shall affect or alter this Permit but each and every agreement, term, covenant and condition thereof shall continue in full force and effect with respect to any other existing or subsequent breach or default thereof.

17. (a) The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Facility, including any Space covered by this Permit, or for the safe and efficient operation of the Facility, including any Space covered by this Permit. The Port

Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five (5) days before the Permittee shall be required to comply therewith.

(b) The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Manager of the Facility.

18. (a) The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Facility.

(b) The Permittee shall procure all licenses, certificates, permits or other authorization necessary for the Permittee's operations at the Facility from all governmental authorities, if any, having jurisdiction.

(c) The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operations hereunder or on the gross receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

(d) The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Facility and are not to be construed as a submission by the Port Authority to the application to itself of any such requirements.

19. No Commissioner, officer, agent or employee of the Port Authority shall be charged personally by the Permittee with any liability, or held liable to it, under any term or provision of this Permit, or because of its execution or attempted execution, or because of any breach hereof.

20. (a) The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the National Board of Fire Underwriters and The Fire Insurance Rating Organization of New Jersey, and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Section, any fire insurance, extended coverage or rental insurance rate on the Facility or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

(b) The Permittee shall not do or permit to be done any act which:

(i) Will invalidate or be in conflict with any fire insurance policies covering the Facility or any part thereof or upon the contents of any building thereon, or

(ii) Will increase the rate of any fire insurance, extended coverage or rental insurance on the Facility or any part thereof or upon the contents of any building thereon, or

(iii) In the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or

(iv) May cause or produce upon the Facility any unusual, noxious or objectionable smokes, gases, vapors or odors, or

(v) May interfere with the effectiveness or accessibility of the drainage and sewerage system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Facility, or

(vi) Shall constitute a nuisance in or on the Facility or which may result in the creation, commission or maintenance of a nuisance in or on the Facility.

(c) For the purpose of this Section, "Facility" includes all structures located thereon.

21. If any type of strike or other labor activity is directed against the Permittee at the Facility or against any operations pursuant to this Permit resulting in picketing or boycott for a period of at least forty-eight (48) hours, which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Facility or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this Permit, effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

22. The Permittee shall immediately comply with all orders, directives and procedures as may be issued by the Manager of the Facility covering the operations of the Permittee under this Permit at any time and from time to time. The Port Authority may, at any time and from time to time, without prior notice or cause, withdraw or modify any designations, approvals, substitutions or redesignations given by it hereunder.

23. The Permittee shall not solicit business on the public areas of the Facility and shall not at any time use any electric amplifying devices or hand megaphones whatsoever.

24. It is hereby acknowledged that the Space under this Permit constitutes non-residential real property.

25. The Permittee hereby waives its right to trial by jury in any summary proceeding or action that may hereafter be instituted by the Port Authority against the Permittee in respect of the Space and/or in any action that may be brought by the Port Authority to recover fees, damages, or other sums due and owing under this Permit. The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any summary proceeding or action for non-payment of fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed. The foregoing reference to summary proceedings shall not be construed to mean that a landlord-tenant relationship exists between the Port Authority and the Permittee.

26. Without in any way limiting any provisions of this Permit, unless otherwise notified by the Port Authority in writing, in the event the Permittee continues its use and occupancy of the Space after the expiration, revocation or termination of the effective period of the permission granted under this Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination and ending on the date that the Permittee shall surrender and completely vacate the Space at a rate equal to twice the Basic Fee as provided for herein. Nothing herein contained shall give, or be deemed to give, the Permittee any right to continue its use and occupancy of the Space after the expiration, revocation or termination of the effective period of the permission granted under this permit. The Permittee acknowledges that the failure of the Permittee to surrender, vacate and yield up the Space to the Port Authority on the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss. The Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

27. Provided that a Required Security Deposit amount is set forth in Item 8 on the first page of this Permit, and, provided, further, the amount of said Required Security Deposit is equal to or greater than $20,000.00, upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of the Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority, and payable in the Port of New York District in the amount of the Required Security Deposit. The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission granted under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is an appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless the letter of credit is replaced by another letter of credit satisfactory to the Port Authority by a date not later than twenty (20) days prior to the effective date of cancellation, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security. Failure to provide such a letter of credit at any time during the effective period of the permission granted under this Permit valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit, shall be deemed to be a breach of this Permit on the part of the Permittee. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee, upon demand by the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to the amount of the Required Security Deposit. No action

by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to be a waiver of any default by the Permittee under the terms of this Permit, and all remedies under this Permit and of the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit.

(c) The Permittee acknowledges and agrees that the Port Authority reserves the right, in its sole discretion at any time and from time to time upon sixty (60) days' notice to the Permittee, to adjust the amount of the Required Security but in no event would the adjusted amount equal more than three months of fees that would be payable to the Port Authority. Not later than the effective date set forth in said notice by the Port Authority, the Permittee shall furnish additional cash or bonds, as provided for in paragraph (a) above, or an amendment to, or a replacement of, the letter of credit providing for such adjusted amount of the Required Security Deposit, as the case may be, and such additional cash and/or bonds or adjusted (or replaced) letter of credit shall thereafter constitute the Required Security Deposit required under this Section.

(d) If the Permittee is obligated by any other agreement ("Other PA Agreement") to maintain a security deposit with the Port Authority to insure payment and performance by the Permittee of all fees, rentals, charges and other obligations which may become due and owing to the Port Authority arising from the Permittee's operations at the Airport (or other Port Authority facility) pursuant to any such Other PA Agreement or otherwise, then all such security deposit-related obligations under such Other PA Agreement, and any deposit pursuant thereto, also shall be deemed obligations of the Permittee under this Permit and as security hereunder, as well as under any such Other PA Agreement. All provisions of such Other PA Agreement with respect to security deposit-related obligations, and any obligations thereunder of the Port Authority as to the security deposit, are hereby incorporated herein by this reference as though fully set forth herein and hereby made a part hereof. It is understood that the term Other PA Agreement refers both to agreements entered into prior to, or as of, the effective date of this agreement, as well as agreements hereinafter entered into.

28. This Permit, including the attached exhibits and endorsements, constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended, except by written endorsement duly executed on behalf of the parties and attached hereto. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

1. In connection with the exercise of the privilege granted hereunder, the Permittee shall:

(a) Use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(b) Not divert or cause or allow to be diverted, any business from the Airport;

(c) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation or termination thereof, and for a further period extending until the Permittee shall receive written permission from the Port Authority to do otherwise, records and books of account recording all transactions of the Permittee at, through, or in anyway connected with the Airport (which records and books of account are hereinafter be called the "Permittee's Records"). The Permittee's Records shall be kept at all times within the Port of New York District.

(d) Permit in ordinary business hours during the effective period of the Permit, for one year thereafter, and during such further period as is mentioned in the preceding subdivision (c), the examination and audit by the officers, employees and representatives of the Port Authority of (i) the records and books of account of the Permittee and (ii) also any records and books of account of any company which is owned or controlled by the Permittee, or which owns or controls the Permittee, if said company performs services, similar to those performed by the Permittee, anywhere in the Port of New York District. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this paragraph (d) those records and books of account described in (i) which are not required by paragraph (c) above to be kept at all times in the Port of New York District and those records and books of account described in (ii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records").

(e) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to cash registers;

(f) Furnish on or before the twentieth day of each month following the effective date of this Permit a sworn statement of gross receipts arising out of operations of the Permittee hereunder for the preceding month;

(g) Furnish on or before the twentieth day of April of each calendar year following the effective date of this Permit a statement of all gross receipts arising out of operations of the Permittee hereunder for the preceding calendar year certified, at the Permittee's expense, by a certified public accountant;

(h) Install and use such cash registers, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of gross receipts.

2. Without implying any limitation on the right of the Port Authority to revoke the Permit for cause for the breach of any term or condition thereof, including but not limited to paragraph 1 above, the Permittee understands that compliance by the Permittee with the provisions of paragraphs (c) and (d) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under the Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or location as provided in this Standard Endorsement then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(1) Estimate the gross receipts of the Permittee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the Permittee's fees based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port District, but within the Continental United States then the Port Authority in its sole discretion may (i) require such Records to be produced within the Port District or (ii) examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(3) If any such Records have been maintained outside the continental United States then, in addition to the costs specified in paragraph (2)(ii) above, the Permittee shall pay to the Port Authority when billed all other costs of the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

3. The foregoing auditing costs, expenses and amounts set forth in subparagraphs (2) and (3) of paragraph 2 above shall be deemed fees and charges under the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

4. Effective from and after October 13, 2005, and continuing during the effective period of permission granted under this Permit, in the event that upon conducting an examination

and audit as described in this Standard Endorsement the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee, the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Standard Endorsement with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Standard Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

A principal purpose of the Port Authority in granting the permission under this Permit is to have available for passengers, travelers and other users of the Port Authority Facility, all other members of the public, and persons employed at the Facility, the merchandise and/or services which the Permittee is permitted to sell and/or render hereunder, all for the better accommodation, convenience and welfare of such individuals and in fulfillment of the Port Authority's obligation to operate facilities for the use and benefit of the public.

The Permittee agrees that it will conduct a first class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor. The Permittee shall furnish all services hereunder on a fair, equal and non-discriminatory basis to all users thereof.

STANDARD ENDORSEMENT NO. 3.1
ACCOMMODATION OF THE PUBLIC
All Facilities
8/21/49

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

STANDARD ENDORSEMENT NO. 4.1
MERCHANDISE AND/OR SERVICES
All Airports
7/21/49

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

The Permittee shall maintain all its own fixtures, equipment and personal property in the Space in first-class operating order, condition and appearance at all times, making all repairs and replacements necessary therefor, regardless of the cause of the condition necessitating any such repair or replacement.

Nothing herein contained shall relieve the Permittee of its obligations to secure the Port Authority's written approval before installing any fixtures in or upon or making any alterations, decorations, additions or improvements in the Space.

STANDARD ENDORSEMENT NO. 6.1
All Installations
3/28/49

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority, including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (but not less than thirteen) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Endorsement with respect to such unpaid amount. Nothing in this Endorsement is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 1 of the Terms and Conditions of this Permit or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Endorsement shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

STANDARD ENDORSEMENT NO. 8.0
LATE CHARGES
All Facilities
7/30/82

The Permittee shall

(a) Furnish good, prompt and efficient service hereunder, adequate to meet all demands therefor at the Airport;

(b) Furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(c) Charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

As used in the above subsections "service" shall include furnishing of parts, materials and supplies (including sale thereof).

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Permittee of the promises and obligations contained in this Permit is therefore a special consideration and inducement to the issuance of this Permit by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Permit, the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any Space and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any Space under this Permit and the furnishing of services thereon by it, no person on the grounds of race, creed, color national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any Space and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Endorsement in every agreement or concession it may make pursuant to which any person or persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Endorsement shall constitute a material breach of this Permit. In the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) The Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third persons, including the United States of America, resulting from the Permittee's noncompliance with any of the provisions of this Endorsement, and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Endorsement shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any Space under the Permit.

STANDARD ENDORSEMENT NO. 9.5
NON-DISCRIMINATION
AIRPORTS
5/19/80

The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

In connection with any preparation, packaging, handling, transportation, storage, delivery and dispensing of food and beverages hereunder, whether at the Terminal or elsewhere, the Permittee shall comply with the following:

(a) Its employees shall wear clean, washable uniforms and female employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the restrooms facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

(b) All food and beverages shall be clean, fresh, pure, of first-class quality and safe for human consumption.

(c) Any area occupied by the Permittee and all equipment and materials used by the Permittee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Permittee shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (which shall at no time exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized before using same. Bottles, vessels and other reusable containers shall be cleaned and sterilized immediately before using the same.

All packing materials, including wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile, and shall be so stored as to be protected from dust, dirt, flies, rodents, unsanitary handling and unclean materials.

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

It is intended that the standards and obligations imposed by this Endorsement shall be maintained or complied with by the Permittee in addition to its compliance with all applicable Federal, State and Municipal laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Permittee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

The Permittee shall be solely responsible for compliance with the provisions of this Endorsement and no act or omission of the Port Authority shall relieve the Permittee of such responsibility.

STANDARD ENDORSEMENT NO. 10.2
SANITARY REQUIREMENTS
Airports
7/20/49

Except as specifically provided herein to the contrary, the Permittee shall not, by virtue of the issue and acceptance of this Permit, be released or discharged from any liabilities or obligations whatsoever under any other Port Authority permits or agreements including but not limited to any permits to make alterations.

In the event that any space or location covered by this Permit is the same as is or has been covered by another Port Authority permit or other agreement with the Permittee, then any liabilities or obligations which by the terms of such permit or agreement, or permits thereunder to make alterations, mature at the expiration or revocation or termination of said permit or agreement, shall be deemed to survive and to mature at the expiration or sooner termination or revocation of this Permit, insofar as such liabilities or obligations require the removal of property from and/or the restoration of the space or location.

STANDARD ENDORSEMENT NO. 14.1
DUTIES UNDER OTHER AGREEMENTS
All Facilities
7/21/49

The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations of the Port Authority now in effect, and such further reasonable rules and regulations which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Airport, including any Space covered by this Permit, or for the safe and efficient operation of the Airport, including any Space covered by this Permit. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five (5) days before the Permittee shall be required to comply therewith.

The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification. The badges or means of identification shall be subject to the written approval of the Airport Manager.

Notwithstanding any other provision of this Permit, the permission hereby granted shall in any event terminate with the expiration or termination of the lease of Newark Liberty International Airport from the City of Newark to the Port Authority under the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex on October 30, 1947 in Book E-110 of Deeds at pages 242, et seq. No greater rights and privileges are hereby granted to Permittee than the Port Authority has power to grant under said agreement as supplemented or amended as aforesaid.

"Newark Liberty International Airport" or "Airport" shall mean the land and premises in the County of Essex and State of New Jersey, which are westerly of the right of way of the Central Railroad of New Jersey and are shown upon the exhibit attached to the said agreement between the City and the Port Authority and marked "Exhibit A", as contained within the limits of a line of crosses appearing on said exhibit and designated "Boundary of terminal area in City of Newark", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

The Port Authority has agreed by a provision in its agreement of lease with the City covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City and of it various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

(1) The Permittee in its own name as assured shall secure and pay the premium or premiums for such of the following policies of insurance with respect to which minimum limits are fixed in the schedule below. Each such policy shall be maintained in at least the limit fixed with respect thereto, shall cover the operations of the Permittee under this Permit, and shall be effective throughout the effective period:

SCHEDULE

	Policy	Minimum Limit
(a)	Commercial general liability insurance (to include contractual liability endorsement)	
	(1) Bodily-injury liability:	
	For injury or wrongful death to one person:	$2,000,000.00
	For injury or wrongful death to more than one person in any one occurrence:	$2,000,000.00
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$2,000,000.00
	(3) Products liability:	$2,000,000.00
(b)	Automotive liability insurance:	
	(1) Bodily-injury liability	
	For injury or wrongful death to one person:	$
	For injury or wrongful death to more than one person in any one occurrence:	$
	(2) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$
(c)	Plate and mirror glass insurance, covering all plate and mirror glass in the premises, and the lettering, signs, or decorations, if any, on such plate and mirror glass:	$
(d)	Boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$
(e)	"Additional Interest" policy of boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$

(2) The Port Authority shall be named as an additional insured in any policy of liability insurance required by this Endorsement, unless the Port Authority shall, at any time during the effective period of this Permit, direct otherwise in writing, in which case the Permittee shall cause the Port Authority not to be so named.

(3) Every policy of insurance on property other than that of the Permittee required by this Endorsement shall name the Port Authority as the owner of property, unless the Space is located in an area as to which the Port Authority is itself a lessee, in which case the Port Authority shall be named as the lessee and the owner shall be named as the owner, and the policy shall be endorsed substantially as follows:

> "Loss, if any, under this policy, as to the interest of the owner and as to the interest of the Port Authority of New York and New Jersey, shall be adjusted solely with the Port Authority, and all proceeds under this policy shall be paid solely to the Port Authority."

(4) The "Additional Interest" policy of boiler and machinery insurance required by this Endorsement shall provide protection under Sections 1 and 2 only of the Insuring Agreements of the form of policy approved for use as of the date hereof by the National Bureau of Casualty Underwriters, New York, New York.

(5) As to any insurance required by this Endorsement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Port Authority within ten (10) days after the execution of this Permit. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified, without giving thirty (30) days' written notice thereof to the Port Authority. A renewal policy shall be delivered to the Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or become unsatisfactory to the Port Authority as to form or substance, of if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement.

(6) Each policy of insurance required by this Endorsement shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority

The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the New York Board of Fire Underwriters and the New York Fire Insurance Exchange, or if the Permittee's operations hereunder are in New Jersey, the National Board of Fire Underwriters and The Fire Insurance Rating Organization of N.J., and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Endorsement, any fire insurance, extended coverage or rental insurance rate on the Airport or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

The Permittee shall not do or permit to be done any act which

(a) will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereon, or

(b) will increase the rate of any fire insurance, extended coverage or rental insurance on the Airport or any part thereof or upon the contents of any building thereon, or

(c) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or

(d) may cause or produce upon the Airport any unusual, noxious or objectionable smokes, gases, vapors or odors, or

(e) may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Airport, or

(f) shall constitute a nuisance in or on the Airport or which may result in the creation, commission or maintenance of a nuisance in or on the Airport.

For the purpose of this Endorsement, "Airport" includes all structures located thereon.

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
07/13/49

If any type of strike or other labor activity is directed against the Permittee at the Facility or against any operations pursuant to this Permit resulting in picketing or boycott for a period of at least forty-eight (48) hours, which, in the opinion of the Port Authority, adversely affects or is likely adversely to affect the operation of the Facility or the operations of other permittees, lessees or licensees thereat, whether or not the same is due to the fault of the Permittee, and whether caused by the employees of the Permittee or by others, the Port Authority may at any time during the continuance thereof, by twenty-four (24) hours' notice, revoke this Permit, effective at the time specified in the notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

STANDARD ENDORSEMENT NO. 28
DISTURBANCES
All Facilities
6/20/51

SPECIAL ENDORSEMENTS

1. (a) By agreement of lease, dated as of January 11, 1985 bearing Port Authority file No. ANA-170 (said agreement of lease as the same may have been supplemented and amended being hereinafter called the "Airline Lease") the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (which agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (which permit agreement, as the same may have been or may hereafter be supplemented, amended or extended is hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of September 30, 2006 (hereinafter called the "Sublease"), under which the Permittee has agreed to operate certain consumer services in locations the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. Terminal first-class concessions, offering the following at Space No. 111, the sale at retail of Sprint, Nextel and GSM branded cellular telephones, cellular phone accessories (limited to automobile chargers, travel chargers, ear phones, Blue tooth units and cellular phone carrying cases), computer memory chips, USB flash drive storage devices, digital cameras, portable hand-held camcorders, IPOD accessories

(limited to automobile chargers, travel chargers, carrying cases and headphones/earphones), portable CD players, portable MP3 players, portable DVD players, and IGO branded cellular phone and computer travel chargers; and such other electronic and select products and accessory items as may be consented to in advance by the Airline and the Port Authority, and for no other purpose whatsoever.

(c) The Permittee shall exercise the privilege granted by this Permit only in such areas as the Airline shall designate from time to time. All of the areas designated for operations hereunder are herein referred to collectively as the "Space". The Permittee understands that as the Terminal is leased to the Airline, all arrangements as to the Space and facilities in which the privilege described in this paragraph will be conducted, including utilities and services therefor, shall be made with the Airline and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the location, size, adequacy or suitability of the Space and the facilities therein.

(d) The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information)), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. (a) As used herein:

(i) "Affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with. the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Minimum annual rent amount" (sometimes referred to herein as "Guaranteed Rent") shall mean the sum set forth in paragraph (b) of this Special Endorsement. as the same may adjusted and/or prorated by operation of the provisions hereof.

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

(iv) "Gross receipts" shall mean and include all monies paid or payable to the Permittee for sales made and services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport and any other revenues of any type arising out of or in connection with the Permittee's operations at the Terminal or the Airport, provided, however, that there shall be excluded from such gross receipts the following: (a) any taxes imposed by law which are separately stated to and paid by a customer and directly payable to the taxing authority by the Permittee; (b) receipts in the form of refunds from or the value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers including discounts received from Permittee's vendors, suppliers, or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors, suppliers and the like, all of which must be included in gross receipts); (c) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Permittee and such charges are merely an accommodation to customers; (d) except with respect to proceeds paid on a gross earnings business interruption insurance policy, all other receipts from insurance proceeds received by Permittee as a result of a loss or casualty; (e) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (f) customary discounts, not to exceed ten percent (10%), which must be given by Permittee on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including Permittee's employees, if separately stated, and limited in amount to not more than one percent (1%) of Permittee's gross receipts per lease month for discounts given to Permittees' employees; (g) any gratuities paid or given by patrons or customers to employees of the Permittee or others employed, or serving, at any of the facilities being operated on the Space; (h) exchange of merchandise between stores or warehouses owned by or affiliated with Permittee (where such exchange is made solely for the convenient operation of the business of Permittee

and not for purposes of consummating a sale which has theretofore been made in or from the Space and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the Space); (i) proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale in or from the Space pursuant to Permittee's record- keeping system; and (j) the sale or transfer in bulk of the inventory of Permittee to a purchaser of all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

For the purpose of determining the percentage rent payable by Permittee to the Airline and the Port Authority, respectively, all monies, payments, or fees paid or payable to the Permittee by any of its subtenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the Permittee and a sub-retail operator, franchisee or licensee) and all receipts arising out of the permitted operations of the sub-retail operator, franchisee or licensee shall be deemed to be the gross receipts of the Permittee, shall be included in the gross receipts of the Permittee and shall be subject to the percentage rent set forth in the Sublease. In the event of any difference between the definition of gross receipts (or gross revenues) in the Sublease and the definition of gross receipts in this Permit, the definition of gross receipts set forth in this Permit shall control.

(v) "Annual Exemption Amount" shall mean the sum of Fifty-Six Hundred Thousand Two-Hundred and Fifty Dollars and No Cents ($56,250.00) as the same may be reduced by the operation of the proration provisions hereof and as the same may be adjusted pursuant to the Sublease. The Monthly Exemption Amount shall equal one-twelfth of the Annual Exemption Amount.

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of Eighty-One Thousand Dollars and No Cents ($81,000.00) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of Six Thousand Seven Hundred and Fifty Dollars and No Cents ($6,7500.00), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit. If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Enplanements, pursuant to the terms of the Sublease.

(ii) If the effective period of the permission granted hereunder is terminated, revoked or expires effective on other than the last day of a month, the applicable Guaranteed Rent payable for the portion of the month in which the effective date of termination, revocation or expiration shall occur during which the permission granted hereunder remains effective, shall be the amount of the monthly installment of Guaranteed Rent set forth in subparagraph (b)(i) of this Special Endorsement, prorated on a daily basis, using the actual number of days in the subject calendar month.

(iii) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable)) be remitted on its behalf directly, and payable to, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority an annual percentage rent equivalent to the PA Share of the sum of 50 percent (50%) of all gross receipts of the Permittee in excess of the Monthly Exemption Amount arising during the effective period of permission hereunder.

The computation of percentage rent for each annual period, or a portion of an annual period as herein provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment and the method of calculation of the percentage rent shall be as set forth in paragraph (e) of this Special Endorsement.

(d) For the purpose of calculating the Guaranteed Rent and percentage rent due for any annual period which contains more or less than 365 days, the applicable annual Guaranteed Rent amount shall be prorated on a daily basis, using a 365-day year.

(e) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage(s) stated in paragraph (c) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentages applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentages set forth in paragraph (c) of this Special

Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable Monthly Exemption Amount, established for the monthly period, or (B) the applicable percentages set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Annual Exemption Amount, established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable Monthly Exemption Amounts, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Annual Exemption Amount, less the total of all percentage rent payments previously made for such annual period. At any time that the Monthly Exemption Amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: first, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated Annual Exemption Amount(s) established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

SPECIAL ENDORSEMENTS

(f) The Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under this Permit (such share being herein called the "PA Share") and the remainder shall be paid by the Permittee to the Airline, as directed by the Airline in accordance with the Sublease.

(g) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

3. The Permittee's obligation to pay rent under this Permit (herein called the "Rent Commencement Date") shall commence as of the earliest to occur of September 30, 2006:

(a) the date on which Permittee commences operations in the Space.

subject to the Permittee's limited right to delay such Rent Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Rent Commencement Date hereunder.

4. The Permittee shall be required to make a minimum initial capital investment (excluding furniture, fixtures and equipment) to ready the Space for initial occupancy and operations in an amount equal to Two Hundred Dollars ($200) per square foot. Nothing herein shall reduce the Permittee's obligations to comply with the Port Authority's Tenant Alteration and Application process and the Airline's design specifications and standards, nor reduce any obligation of the Permittee under the Sublease to maintain, improve or refurbish the Space during the term of the subletting.

5. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

> "Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for

any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same). Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

"If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

SPECIAL ENDORSEMENTS

(e) Paragraph (a) of Section 6 of the foregoing Terms and Conditions shall be deemed deleted in its entirety and the following new paragraph (a) shall be substituted in lieu thereof:

> "(a) Without in any manner affecting the obligations of the Airline under the Airline Lease and under this Permit, and notwithstanding the terms and conditions of the Sublease, the Permittee shall make repairs and replacements in, at or about the Space as if it were the Airline under the Airline Lease. In addition, the Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, and the City of New York, from and against (and shall reimburse the Port Authority for its costs and expenses including attorneys' fees and other legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Permit by the Permittee or out of its operations under the Sublease or at the Space or out of the use or occupancy of the Space by the Permittee or others with its consent, or out of any other acts or omissions of the Permittee, its officers, employees, agents, representatives, contractors, members (in their capacity as members of the Permittee if it is a limited liability entity), managers (in their capacity as managers of the Permittee if it is a limited liability entity), partners (if Permittee is a partnership), customers, invitees and other persons who are doing business with the Permittee or who are at the Space or the Terminal with the consent of the Permittee, or out of any other acts or omissions of the Permittee, its officers and employees at the Airport including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Airline Lease) whereby the Port Authority has agreed to indemnify the City of New York against claims. However, all acts and omissions of the Permittee shall be deemed to be acts and omissions of the Airline under the Airline Lease and the Airline shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement."

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) Section 11 of the foregoing Terms and Conditions was deleted in its entirety and the following shall be deemed to have been inserted in lieu thereof:

> "In the event that any sign, poster or similar device erected, displayed or maintained by the Permittee in view of the general public, is unacceptable to the

Manager of the Facility, in the sole judgment of the Manager of the Facility, then the same shall be removed by the Permittee upon receipt of notice to do so by the Manager of the Facility and any not so removed by the Permittee may be removed by the Port Authority at the expense of the Permittee."

(h) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (d) of Special Endorsement No. 7 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(i) (i) Paragraphs 1(f) and 1(g) of Standard Endorsement 2.8 were deleted in their entirety.

(ii) The reference in the introductory paragraph of paragraph 2 of Standard Endorsement 2.8 to "percentage fee" shall be deemed to mean "percentage rent" and the reference in subparagraph (1) of such paragraph 2 to "fees" shall be deemed to mean "percentage rent".

(iii) References in paragraph 3 of Standard Endorsement 2.8 to "fees" shall be deemed to mean "rent". In addition, any rent or charges to be paid pursuant to this Standard Endorsement 2.8 shall be paid directly to the Port Authority and not to the Manager on behalf of the Port Authority.

(j) All references in Standard Endorsement 8.0 to "fee" shall be deemed to mean "rent".

(k) Notwithstanding the provisions of Standard Endorsement 21.1 annexed to this Permit, the Port Authority (as well as the Airline and the Manager) shall be named as an additional insured in any policy of liability insurance required by the provisions of this Permit and each such policy of insurance so required shall contain a provision that the insurer shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

SPECIAL ENDORSEMENTS

(l) The policies referred to in Standard Endorsement 21.1 shall provide or contain an endorsement providing that:

(i) the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority, and

(ii) the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Permittee shall be the same as the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person as if the Port Authority were the named insured thereunder,

but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

(m) Without limiting the generality of the provisions of Standard Endorsement 23.1, the Permittee agrees that notwithstanding the sum stated to be the security deposit to be delivered to the Port Authority upon execution of this Permit, the security amount required hereunder shall at all times during the period of permission be an amount equal to at least three (3) months' Guaranteed Rent in cash or bonds (as described in said Standard Endorsement) or at least twelve (12) months' Guaranteed Rent in the form of a clean irrevocable letter of credit satisfactory to the Port Authority and, accordingly, such amount may change from time to time by notice to the Permittee during such period.

(n) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

6. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

SPECIAL ENDORSEMENTS

7. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

(g) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) Notwithstanding anything to the contrary stated in Section(s) 6.04 of the Sublease, there shall be no abatement of the PA Share of rent payable under this Permit or the Sublease under the circumstances described in Section(s) 19.01.

(2) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, not unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(3) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

SPECIAL ENDORSEMENTS

(4) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to an assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

8. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

9. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

10. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of an payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

11. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence

on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

(a) The Permittee hereby certifies that its Federal Tax Identification Number is for the purposes of this Special Endorsement.

(b) The Permittee acknowledges and agrees that the Port Authority reserves the right, at its sole discretion, to adjust at any time and from time to time upon fifteen (15) days notice to the Permittee, the security deposit amount as set forth in paragraph (a) of Standard Endorsement No. 23.1. Not later than the effective date set forth in said notice the Permittee shall deposit with the Port Authority the new security deposit amount as set forth in said notice which new amount shall thereafter constitute the security deposit subject to said Standard Endorsement No. 23.1.

Initialed:

For the Port Authority

For the Permittee

For the Airline

For the Guarantor

: For Port Authority Use Only :
:
:Permit Number: ANC-183 :

NEWARK LIBERTY INTERNATIONAL AIRPORT
PRIVILEGE PERMIT

The Port Authority of New York and New Jersey (the "Port Authority") hereby grants to the Permittee named below the described non-exclusive privilege at Newark Liberty International Airport, in the City of Newark, County of Essex and State of New Jersey, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. **PERMITTEE:** SPIN PCS, INC., d/b/a GADGET EXPRESS a(n) corporation organized under the laws of the State of New York.

2. **PERMITTEE'S ADDRESS:** 40 Woodbrige Avenue, Suite 201
Sewaren, New Jersey 07077

3. **PERMITTEE'S REPRESENTATIVE:** Suhad Kazma

4. **PRIVILEGE:** To provide retail consumer electronics concession services on Permitted Areas of the Airport to Approved Aircraft Operators or other Persons at the Airport, as such Approved Aircraft Operators and/or Persons may be approved in writing in advance by the Port Authority (the "Authorized Service"), and for no other purpose or purposes whatsoever.

5. **FEES:** As set forth in the Special Endorsements and for no other purpose or purposes whatsoever.

6. **EFFECTIVE DATE:** May 4, 2010

7. **EXPIRATION DATE:** March 30, 2013, unless sooner revoked or terminated as herein provided.

8. **REQUIRED SECURITY DEPOSIT:** $45,000.00

9. **INSURANCE REQUIREMENTS:** $2,000,000.00 minimum limit Commercial General Liability
N/A Automobile Liability

10. **ENDORSEMENTS:** Special Endorsements 4.1, 4.5 Exhibit X and Schedule G.

Dated: As of May 4, 2010
Consented and Agreed to
CONTINENTAL AIRLINES, INC.,
By Kate Gebo
Name Kate Gebo
(Title) VP CRE (Please Print Clearly)

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
By Ronald DeRose
Name Ronald DeRose (Please Print Clearly)
(Title) Asst Director, CCAS

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:
SB	FMT

SPC

SPIN PCS, INC., d/b/a GADGET EXPRESS, Permittee
By Suhad Kazma
Name Suhad Kazma (Please Print Clearly)
(Title) President

TERMS AND CONDITIONS

1. Definitions:

The following terms, when and if used in this Permit, shall have the respective meanings given below:

(a) "*Air Cargo*" shall mean cargo transported to or from the Airport by aircraft owned or operated by an Approved Aircraft Operator.

(b) "*Aircraft Operator*" shall mean (a) a Person owning one or more aircraft which are not leased or chartered to any other Person for operation, and (b) a Person to whom one or more aircraft are leased or chartered for operation - whether the aircraft so owned, leased or chartered are military or non-military, or are used for private business, pleasure or governmental business, or for carrier or non-carrier operations, or for scheduled or non-scheduled operations or otherwise. Said term shall not mean the pilot of an aircraft unless he is also the owner or lessee thereof or a Person to whom it is chartered.

(c) "*Airport*" or "*Newark Liberty International Airport*" shall mean the land and premises in the County of Essex and State of New Jersey, which are westerly of the Central Railroad of New Jersey and are shown upon the exhibit attached to the Basic Lease and marked "Exhibit A", as contained within the limits of a line of crosses appearing on said exhibit and designated "Boundary of terminal area in the City of Newark", and lands contiguous thereto which may have been heretofore or may hereafter be acquired by the Port Authority to use for air terminal purposes.

(d) "*Approved Aircraft Operator*" shall mean an Aircraft Operator which the General Manager of the Airport has authorized to conduct its aircraft operations at the Airport and if such Aircraft Operator is subleasing or subusing space, or has a ground handling agreement or other agreement at the Airport with an Aircraft Operator, a lessee or other Person at the Airport which requires the consent of the Port Authority, each such subleasing, subuse, ground handling agreement or other agreement has been consented to in writing by the Port Authority.

(e) "*Basic Lease*" shall mean the agreement between the City and the Port Authority dated October 22, 1947, as the same from time to time may have been or may be supplemented or amended. Said agreement dated October 22, 1947 has been recorded in the Office of the Register of Deeds for the County of Essex, on October 30, 1947, in Book E-110 of Deeds, at pages 242, et seq.

(f) "*Basic Percentage Fee*" shall have the meaning given such term in Section 4(a)(i) hereof.

(g) "*Cargo Aircraft*" shall mean aircraft engaged solely and exclusively in the carriage of Air Cargo.

(h) "*Cargo Handling and Ramp Service*" shall mean all or any of the following services for or in connection with Air Cargo:

(i) representation and accommodation;

(ii) load control and communications;

(iii) unit load device control, handling and administration in connection with Cargo Aircraft;

(iv) flight operations and crew administration in connection with Cargo Aircraft, including but not limited to obtaining and providing meteorological reports, briefing and debriefing flight crews, preparing and filing flight plans, dispatching and receiving messages in connection with flight and ground operations, maintaining station logs and filing necessary reports with governmental agencies, preparing weight and balance plans, maintaining flight watch and arranging hotel accommodations for flight crews;

(v) pickup and delivery of Air Cargo, air express and mail to and from appropriate locations (allowed or designated from time to time by the Port Authority for such pickup and delivery) on the Airport;

(vi) preparation of documentation associated with Air Cargo, including but not limited to cargo manifests, airway bills and customs clearance documentation;

(vii) distribution of Air Cargo;

(viii) reception of Air Cargo to be shipped from the Airport;

(ix) temporary warehousing, sorting and storage of Air Cargo;

(x) supervision and administration;

(xi) courier services;

(xii) guiding Cargo Aircraft in and out of gate or loading or unloading positions and parking Cargo Aircraft;

(xiii) providing, positioning/removing, and operating appropriate units for engine starting for Cargo Aircraft;

(xiv) furnishing and placing in position and thereafter removing the necessary and appropriate steps, stands and power equipment for the safe and efficient loading and unloading of crew members and other persons, ballast, potable water, mail, air express, Air Cargo and supplies onto and from aircraft and trucks, and performing such loading and unloading and reporting irregularities;

(xv) providing a fire guard equipped with the necessary and appropriate fire fighting equipment for Cargo Aircraft;

(xvi) towing of Cargo Aircraft;

(xvii) ramp control tower services for Cargo Aircraft;

(xviii) Cargo Aircraft servicing, including interior and exterior cleaning, the removal and disposal of aircraft waste material and providing water service, cooling and heating, and toilet service;

(xix) conversion operations and services consisting of the removal of seats from convertible-type aircraft, so as to convert the same to Cargo Aircraft, and from Cargo Aircraft to Passenger Aircraft by the installation of seats;

(xx) ramp area cleaning;

(xxi) Gateside Aircraft Maintenance of Cargo Aircraft, it being specifically understood, however, that Routine and Non-routine Aircraft Maintenance, as distinguished from Gateside Aircraft Maintenance, is hereby prohibited unless expressly provided for hereunder;

(xxii) mobile fueling, on the Permittee's own account, for automotive and other ramp equipment using mobile tender vehicles or other equipment as may be approved from time to time by the General Manager of the Airport;

(xxiii) the rental, on the Permittee's own account, of ground service equipment, vehicles and parts and of ramp equipment, vehicles and parts to Approved Aircraft Operators at the Airport and the provision, on the Permittee's own account, of a maintenance and/or management service for ground service equipment, vehicles and parts and ramp equipment, vehicles and parts owned or operated by Approved Aircraft Operators at the Airport;

(xxiv) deicing to the exterior of aircraft of Approved Aircraft Operators at such locations on the Airport as may from time to time be designated by the General Manager of the Airport;

(xxv) triturator operations and maintenance;

(xxvi) snow removal; and

(xxvii) security services for and in connection with Air Cargo and Cargo Aircraft.

(i) "*City*" shall mean the City of Newark.

(j) "*Cleaning Service*" shall mean all or any of the following services:

(i) the cleaning, repairing and installing of upholstery, carpeting and curtains in aircraft and linens used on aircraft;

(ii) the complete interior and exterior cleaning of aircraft, the removal and disposal of waste material and providing water service, cooling and heating, and toilet service;

(iii) conversion operations and services consisting of the removal of seats from convertible-type aircraft so as to convert the same to Cargo Aircraft and from Cargo Aircraft to Passenger Aircraft by installation of seats;

(iv) ramp area cleaning services;

(v) exterior surface cleaning services; and

(vi) the rental, on the Permittee's own account, of ground service equipment, vehicles and parts and of ramp equipment, vehicles and parts to Approved Aircraft Operators at the Airport and the provision, on the Permittee's own account, of a maintenance and/or management service for ground service equipment, vehicles and parts and ramp equipment, vehicles and parts owned or operated by Approved Aircraft Operators at the Airport.

(k) "*Effective Date*" shall mean that date appearing in Item 6 on the first page of this Permit as the same may be modified pursuant to the provisions of Section 2(a) hereof.

(l) "*Environmental Requirement*" shall mean all common law and all past, present and future laws, statutes, enactments, resolutions, regulations, rules, directives, ordinances, codes, licenses, permits, orders, memoranda of understanding and memoranda of agreement, guidances, approvals, plans, authorizations, concessions, franchises, requirements and similar items of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof, all pollution prevention programs, "best management practices plans", and other programs adopted and agreements made by the Port Authority (whether adopted or made with or without consideration or with or without compulsion), with any government agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof, and all judicial, administrative, voluntary and regulatory decrees, judgments, orders and agreements relating to the protection of human health or the environment, and in the event that

there shall be more than one compliance standard, the standard for any of the foregoing to be that which requires the lowest level of a Hazardous Substance, the foregoing to include without limitation:

(i) All requirements pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Substances into the air, surface water, groundwater or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances, or the transfer of property on which Hazardous Substances exist; and

(ii) All requirements pertaining to the protection from Hazardous Substances of the health and safety of employees or the public.

(m) "*Executive Director*" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the Permittee it shall mean the Executive Director of the Port Authority for the time being or his duly designated representative or representatives.

(n) "*Gateside Aircraft Maintenance*" shall mean such emergency transit and turnaround maintenance performed on the aircraft of an Aircraft Operator as may be performed in the time such aircraft is permitted to be and remain at the aircraft gate position or hardstand at which such maintenance is to be performed and which is performed by or required by law, rule or regulation to be performed by or under the supervision of a licensed aircraft mechanic or other person specifically licensed, certified or approved by governmental authority having jurisdiction, including the rental or equipment and tools in the connection therewith. It is specifically understood that the performance of any other aircraft maintenance, including but not limited to Routine and Non-routine Aircraft Maintenance, is hereby prohibited unless expressly provided for hereunder.

(o) "*General Manager of the Airport*" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in said General Manager by this Permit; but until further notice from the Port Authority to the Permittee it shall mean said General Manager (or Acting General Manager) of the Airport for the time being or his duly designated representative or representatives.

(p) "*Gross Receipts*" shall mean all amounts, monies, revenues, receipts and income of every type paid or payable to the Permittee for sales made and for services rendered at or from the Airport, regardless of when or where the order therefor is received, and outside the Airport, if the order therefor is received at the Airport, and any other amounts, monies, revenues, receipts and income of any type arising out of or in connection with the Authorized Service, provided, however, there shall be excluded from Gross Receipts any taxes imposed by law which are separately stated to and paid by the customer and directly payable to the taxing authority by the

Permittee. The Permittee's Recovery Fee, as hereinafter defined, if any, shall be included within Gross Receipts and shall be subject to the fees set forth under Section 4 of this Permit.

(q) "*Hazardous Substance*" shall mean any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer, endocrine disruption or reproductive toxicity, petroleum and petroleum products and substances declared to be hazardous or toxic or the removal, containment or restriction of which is required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling or ownership of which is restricted, prohibited, regulated or penalized by any federal, state, county, or municipal or other local statute or law now or at any time hereafter in effect as amended or supplemented and by the regulations adopted and publications promulgated pursuant thereto.

(r) "*In-Terminal Handling Service*" shall mean all or any of the following services for or in connection with passengers of Passenger Aircraft:

(i) furnishing interpreters for the assistance of non-English-speaking passengers;

(ii) inbound and outbound passenger baggage handling services, including but not limited to checking, weighing, handling and storage of aircraft baggage;

(iii) selling of tickets for air transportation;

(iv) checking in and boarding aircraft passengers;

(v) porter service for passenger baggage;

(vi) passenger assistance, passenger information service, flight information and public address paging and announcements;

(vii) supervisory and administrative functions on behalf of Approved Aircraft Operators in conjunction with the Permittee's performance of the other activities constituting a part of the In-Terminal Handling Service;

(viii) the arrangement of ground transportation of crew, passengers and baggage;

(ix) handicapped services;

(x) security and pre-board screening;

(xi) building janitorial and maintenance; and

(xii) lounge hosting services.

(s) "*Passenger Aircraft*" shall mean aircraft owned or operated by an Approved Aircraft Operator engaged primarily in the transportation of passengers by aircraft to and from the Airport.

(t) "*Passenger Ramp Service*" shall mean all or any of the following services for or in connection with Passenger Aircraft:

(i) representation and accommodation;

(ii) load control and communications on ramp;

(iii) unit load device control, handling and administration;

(iv) baggage handling and sorting, including delivering baggage to and from Passenger Aircraft and to and from baggage facilities, provided, however, no permission is hereby given for the Permittee to deliver baggage from one terminal to another unless they are part of the same premises; sorting baggage in baggage makeup facilities; and delivering baggage to and from interline system permittees;

(v) guiding Passenger Aircraft in and out of gates or loading and unloading positions and parking Passenger Aircraft;

(vi) furnishing and placing in position and thereafter removing the necessary and appropriate steps, stands and power equipment for the safe and efficient loading and unloading of crew, passengers, baggage, ballast, potable water, mail, air express, Air Cargo and supplies from and onto Passenger Aircraft and trucks, and perform such loading and unloading and reporting irregularities;

(vii) deicing to the exterior of aircraft of Approved Aircraft Operators at such locations on the Airport as may from time to time be designated by the General Manager of the Airport;

(viii) providing, positioning/removing, and operating appropriate units for engine starting;

(ix) providing a fire guard equipped with the necessary and appropriate fire fighting equipment;

(x) towing of Passenger Aircraft;

(xi) ramp control tower services for Passenger Aircraft;

(xii) Passenger Aircraft servicing, including exterior and interior cleaning, the removal and disposal of aircraft waste material and providing water service, cooling and heating, toilet service, and rearranging cabin equipment;

(xiii) ramp area cleaning;

(xiv) mobile fueling on the Permittee's own account for automotive and other ramp equipment using mobile tender vehicles or other equipment as may be approved from time to time by the General Manager of the Airport;

(xv) Gateside Aircraft Maintenance of Passenger Aircraft, it being specifically understood, however, that Routine and Non–routine Aircraft Maintenance, as distinguished from Gateside Aircraft Maintenance, is hereby prohibited unless expressly provided for hereunder;

(xvi) flight operations and crew administration including but not limited to obtaining and providing meteorological reports, briefing and debriefing flight crews, preparing and filing flight plans, dispatching and receiving messages in connection with flight and ground operations, maintaining station logs and filing necessary reports with governmental agencies, preparing weight and balance plans, maintaining flight watch and arranging hotel accommodations for flight crews;

(xvii) ramp transportation for crew, passengers and baggage;

(xviii) supervisory and administrative functions on behalf of Approved Aircraft Operators of Passenger Aircraft;

(xix) the rental, on the Permittee's own account, of ground service equipment, vehicles and parts and of ramp equipment, vehicles and parts to Approved Aircraft Operators at the Airport, and the provision, on the Permittee's own account, of a maintenance and/or management service for ground service equipment, vehicles and parts and ramp equipment, vehicles and parts owned or operated by Approved Aircraft Operators at the Airport;

(xx) catering liaison and administration;

(xxi) triturator operations and maintenance;

(xxii) snow removal; and

(xxiii) security services for passengers and baggage, cargo and mail, catering, and on aircraft, ramp and other designated areas.

(u) "*Permitted Areas*" shall mean with respect to the Authorized Service the following areas of the Airport and only such areas:

(i) those areas where the Permittee is authorized pursuant to a separate lease, permit or other written agreement (other than this Permit) with the Port Authority to provide such Authorized Service;

(ii) any area which pursuant to a written agreement the Port Authority has either leased to a third Person or has otherwise permitted a third Person to use and occupy and where (x) the Permittee performs such Authorized Service on such area for such Person or has obtained permission from such Person to perform such Authorized Service for an Approved Aircraft Operator on such area and (y) the performance of such Authorized Service for such Approved Aircraft Operator on such area is permitted by a written agreement with the Port Authority covering such area; or

(iii) such areas as may hereafter be designated in writing by the Port Authority for the performance of such privileges by the Permittee, it being understood and agreed that the Port Authority shall have the right at any time and from time to time to revoke, cancel, change or alter any such designation.

(v) "*Permittee's Recovery Fee*" shall mean any surcharge or other amount that the Permittee may separately state and charge its customers to recover the fee, or portion thereof, payable under this Permit.

(w) "*Person*" shall mean not only a natural person, corporation or other legal entity, but also two or more natural persons, corporations or other legal entities acting jointly as a firm, partnership, unincorporated association, consortium, joint adventurers or otherwise.

(x) "*Routine and Non-routine Aircraft Maintenance*" shall mean all work including but not limited to the inspection, maintenance, servicing, testing, overhaul, cleaning, conversion, repair and installation of parts and supplies on aircraft and on aircraft parts of Approved Aircraft Operators performed by or required by law, rule or regulation to be performed by or under the supervision of a licensed aircraft mechanic or other person specially licensed, certified or approved by governmental authority, including the rental of tools and equipment in connection therewith.

2. Effective Date, Termination and Revocation:

(a) The permission hereby granted shall take effect upon the Effective Date. Notwithstanding Item 6 appearing on the first page of this Permit, the Effective Date of this Permit shall be that date the Permittee commenced any of the activities permitted by this Permit. The Permittee in executing this Permit represents that the Effective Date appearing in Item 6 on

the first page of this Permit is the date the Permittee commenced any of the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced any of the activities permitted by this Permit prior to said effective date, the Effective Date of this Permit shall be the date the Permittee commenced any of the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including without limitation the Permittee's indemnity obligations and obligations to pay fees.

(b) Notwithstanding any other term or condition hereof, the permission hereby granted may be revoked without cause upon thirty (30) days' written notice by the Port Authority, or terminated without cause upon thirty (30) days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four (24) hours' notice by the Port Authority if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees. Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth.

(c) In the event the Port Authority exercises it right to revoke this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation, including without limitation any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Permit including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Permit.

(d) For the purposes of this Permit, a default by the Permittee in keeping, performing or observing any promise, obligation, term or agreement set forth herein on the part of the Permittee to be kept, performed or observed shall include the following whether or not the time has yet arrived for the keeping, performance or observance of any such promise, obligation, term or agreement:

(i) a statement by the Permittee to any representative of the Port Authority indicating that it cannot or will not keep, perform or observe any one or more of its promises, obligations, terms or agreements under this Permit;

(ii) any act or omission of the Permittee or any other occurrence which makes it improbable at the time that it will be able to keep, perform or observe any one or more of its promises, obligations, terms or agreements under this Permit; or

(iii) any suspension of or failure to proceed with any part of the privileges to be performed by the Permittee which makes it improbable at the time that it will be able to keep,

perform or observe any one or more of its promises, obligations, terms or agreements under this Permit.

(e) (i) If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Permittee at the Airport or against any operations of the Permittee under this Permit, whether or not the same is due to the fault of the Permittee and whether or not caused by the employees of the Permittee, and if any of the foregoing, in the opinion of the Port Authority, results or is likely to result in curtailment or diminution of the privileges to be performed hereunder by the Permittee or to interfere with or affect the operation of the Airport by the Port Authority or to interfere with or affect the operations of lessees, licensees, permittees or other users of the Airport, the Port Authority shall have the right at any time during the continuance thereof to suspend the operations of the Permittee under this Permit and/or to revoke this Permit.

(ii) In the event the Port Authority exercises its right to revoke this Permit, as aforesaid, it shall do so by twenty-four (24) hours' written notice to the Permittee, effective as of the time specified in the notice. The exercise by the Port Authority of its right of suspension shall not waive or affect or be deemed to waive or affect the right of revocation.

(iii) Prior to the exercise of the right of suspension by the Port Authority, it shall give the Permittee notice thereof, which notice may be oral. The Permittee shall not perform its operations authorized by this Permit during the period of the suspension. The period of suspension shall end not more than twenty-four (24) hours after the cause thereof has ceased or been cured and the Permittee shall notify the Port Authority of such cessation or cure.

(iv) The rights of suspension and revocation as hereinbefore set forth may be exercised by the Port Authority prior to the Effective Date set forth in Item 6 on the first page of this Permit. No exercise by the Port Authority of its rights granted to it in paragraph (e) of this Section shall be deemed to be a waiver of any other rights of revocation contained in this Permit or a waiver of any other rights or remedies which may be available to the Port Authority under this Permit or otherwise.

(f) No revocation or termination of the permission hereunder shall relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

(g) No exercise by the Port Authority of any right of revocation granted to it in this Section shall be deemed to be a waiver of any other rights of revocation contained in this Section or elsewhere in this Permit or a waiver of any other rights or remedies which may be available to the Port Authority under this Permit or otherwise.

3. Exercise of Rights:

(a) The rights granted hereby shall be exercised

(i) if the Permittee is a corporation, by the Permittee acting only through the medium of its officers and employees,

(ii) if the Permittee is an unincorporated association, or a "Massachusetts" or business trust, by the Permittee acting only through the medium of its members, trustees, officers, and employees,

(iii) if the Permittee is a partnership, by the Permittee acting only through the medium of its partners and employees,

(iv) if the Permittee is an individual, by the Permittee acting only personally or through the medium of its employees, and

(v) if the Permittee is a limited liability company, by the Permittee acting only through the medium of its members, managers, and employees;

and the Permittee shall not, without the written approval of the Port Authority, exercise such rights through the medium of any other Person. The Permittee shall not assign or transfer this Permit or any of the rights granted hereby, or enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor. In the event of the issuance of this Permit to more than one individual or other legal entity (or to any combination thereof), then and in that event each and every obligation or undertaking herein stated to be fulfilled or performed by the Permittee shall be the joint and several obligation of each such individual or other legal entity.

(b) No greater rights or privileges are hereby granted to the Permittee than the Port Authority has power to grant under the Basic Lease.

(c) Neither this Permit nor anything contained herein, shall be deemed to grant any rights in the Permittee to use and occupy any land, building space or other area at the Airport or shall be deemed to have created any obligation on the part of the Port Authority to provide any such land, space or area to the Permittee.

(d) Neither the execution and delivery of this Permit nor any act done pursuant thereto shall create between any terminal operator, lessee or other occupant of land at the Airport including but not limited to the Permittee, on one hand, and the Port Authority on the other hand the relationship of bailor and bailee, or any other relationship or any legal status which would impose upon the Port Authority with respect to any personal property, such as but not limited to, aircraft cargo or baggage, owned and/or handled by the Permittee any duty or obligation whatsoever. The Permittee expressly agrees that the Port Authority shall have no liability with

respect to any aircraft cargo or baggage or any other property of the Permittee or of any other Person left anywhere on the Airport.

(e) This Permit does not constitute the Permittee the agent or representative of the Port Authority for any purpose whatsoever.

(f) Nothing contained in this Permit shall constitute permission to the Permittee to park or store equipment or personal property at any location or area at the Airport.

(g) The Permittee shall have no right hereunder to carry on any business or operation at the Airport other than that specifically provided herein. Without limiting the generality of the foregoing and notwithstanding anything else in this Permit to the contrary, the Permittee is expressly prohibited hereunder from performing ground transportation, fueling of aircraft and the selling and delivery of in-flight meals.

(h) It is understood that any and all privileges granted hereunder to the Permittee are non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Airport to another or others, whether by this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute a violation or breach of the permission herein granted.

(i) The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Airport.

(j) The words "permission" and "privilege" are used interchangeably in this Permit, and except where expressly provided to the contrary, shall mean the privileges granted by this Permit.

4. Fees:

(a) (i) The Permittee agrees to pay to the Port Authority, at the times set forth in and in accordance with paragraph (a)(ii) below, a percentage fee (the "*Basic Percentage Fee*") equal to five percent (5%) (as the same may be increased pursuant to paragraph (k) below) of Gross Receipts.

(ii) Gross Receipts shall be reported and the Basic Percentage Fee shall be paid to the Port Authority by the Permittee as follows: On or before the twentieth (20th) day of the first month following the month in which the Effective Date falls and on the twentieth (20th) day of each and every calendar month thereafter during the period that this Permit is in effect and including the calendar month in which this Permit ceases to be in effect, the Permittee shall render to the Port Authority a monthly statement sworn to by a responsible executive or fiscal officer of the Permittee showing all of the Gross Receipts for the preceding month (the "Monthly

Sworn Statement of Gross Receipts"). Each of the said statements shall also show the cumulative Gross Receipts from the Effective Date (or the most recent anniversary thereof) through the last day of the preceding month. At the same time each of the said statements is rendered to the Port Authority, the Permittee shall pay to the Port Authority an amount equal to five percent (5%) applied to the Gross Receipts for the preceding calendar month. In addition to the foregoing, on the twentieth (20th) day of the first month following each anniversary of the Effective Date the Permittee shall submit to the Port Authority a statement setting forth the cumulative totals of the Gross Receipts for the entire preceding twelve (12) month period certified, at the Permittee's expense, by a certified public accountant or a responsible executive or fiscal officer of the Permittee ("Annual Statement of Gross Receipts"). In addition to the foregoing, within twenty (20) days after the expiration, termination, revocation or cancellation of this Permit, the Permittee shall render to the Port Authority a sworn statement certified, at the Permittee's expense, by a certified public accountant of all Gross Receipts during the period from the last preceding anniversary of the Effective Date up to and including the last day this Permit shall be in effect and the Permittee shall, at the time of rendering such statement to the Port Authority, pay the Basic Percentage Fee due and unpaid as of the last day this Permit shall be in effect. The Permittee shall give the name and position of the responsible executive or fiscal officer designated under this paragraph to submit Monthly Sworn Statement and Annual Statement of Gross Receipts, ten (10) business days prior to the submission of the first such statement by the designee of the Permittee, so that the Port Authority may determine whether it will accept such designation. The designation shall be submitted to the Manager of Properties for the Airport. If such timely notice is not given to the Port Authority, the Permittee shall submit such statement to the Port Authority in a form executed by a certified public accountant.

(b) All statements to be submitted to the Port Authority pursuant to this Section and all payments made under this Permit shall be sent to the following address:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
P.O. BOX 95000-1556
PHILADELPHIA, PENNSYLVANIA 19195-0001

or made via the following wire transfer instructions:

Bank: TD Bank
Bank ABA number: 031201360
Account number: 5950011675

or to such other address as may hereafter be substituted therefor by the Port Authority, from time to time, by notice to the Permittee.

(c) There shall be excluded from Gross Receipts any sum paid or payable to the Permittee for the following, provided said sum is separately stated to and paid by the customer:

(i) handicapped services;

(ii) security services;

(iii) lost and found baggage services;

(iv) snow removal services;

(v) ground transportation of employees; and

(vi) building janitorial and maintenance services,

provided further, however, the Permittee acknowledges and agrees that the Port Authority does and shall continue to have the right at any time and from time to time to withdraw the foregoing exclusions from Gross Receipts, in whole or in part, or to establish a separate fee for each such service, which may be a percentage fee other than five percent (5%), upon sixty (60) days' prior written notice to the Permittee. Notwithstanding the foregoing, any fee established must be agreed to by the Permittee and the Port Authority and must be reflected in a supplement to this Permit to be prepared by the Port Authority and executed by the parties hereto.

(d) In the event the Permittee shall be permitted hereunder to provide Gateside Aircraft Maintenance or Routine and Non-routine Aircraft Maintenance services, there shall be excluded from Gross Receipts any sum paid or payable to the Permittee:

(i) which arise solely from the resale to a customer of aircraft parts and supplies purchased by the Permittee from a third party, provided, however, that there shall be included in Gross Receipts monies paid or payable to the Permittee which arise from the sale of such aircraft parts and supplies to which the Permittee has provided labor for fabrication, refinishing or assembly to the extent of the reasonable value of the labor provided by the Permittee;

(ii) which arise solely from the use of equipment rented by the Permittee from a third party which monies are separately stated to and paid by the customer, limited, however, to the amounts actually paid by the Permittee to the third party for such rental of equipment; and

(iii) which arise solely from the loan or rental by the Permittee of aircraft parts, whether or not owned by the Permittee, which monies are separately stated to and paid by a customer and where said loan or rental of any such aircraft part is for a period of less than twelve (12) consecutive calendar days, it being understood that such monies paid or payable to the Permittee for the loan or rental may include monies for labor provided by the Permittee for installation, refurbishment of returned parts or administrative handling which is directly related to said loan or rental provided, however, all monies paid or payable to the Permittee which arise solely from the loan or rental by the Permittee of aircraft parts, whether or not owned by the

Permittee, for twelve (12) or more consecutive calendar days (including but not limited to monies for labor provided by the Permittee for installation, refurbishment of returned parts or administrative handling which is directly related to said lease or rental) shall be included in Gross Receipts from the first day of the loan or rental period, as the case may be.

(e) If and to the extent the full fair market value of any sale, service or other item provided by the Permittee is not charged to or payable by the customer, then the fair market value thereof as determined by the Port Authority shall be included in Gross Receipts.

(f) Without limiting any other provisions of this Permit regarding Gross Receipts, in those instances where the Permittee provides any services or goods along with other services and goods to the same Person (including without limitation those instances where a service is part of or is included within a group of other services and rendered for a single price, and where a service is performed by the Permittee pursuant to agreement for the exchange of services or goods) the Permittee agrees that the value ascribed to the performance of such service by the Permittee shall be the fair and reasonable value thereof as determined by the Port Authority.

(g) Without limiting the requirement for Port Authority approval, if the Permittee conducts any privilege or any portion thereof through the use of a contractor or other third party which is not a Port Authority permittee and where the payments for any of the foregoing are made to such contractor rather than to the Permittee, said payments shall be deemed amounts, monies, revenues, receipts and income paid or payable to the Permittee for purposes of determining the Permittee's Gross Receipts, provided, however, that the foregoing shall not grant or be deemed to grant any right or permission to the Permittee to use an independent contractor or other third party to perform any privilege or portion thereof or the doing of anything hereunder by an independent contractor or other third party.

(h) Notwithstanding that the fee hereunder is measured by a percentage of Gross Receipts, no joint venture or partnership relationship between the parties hereto is created by this Permit.

(i) To the extent that the Permittee has not already done so at the time of execution of this Permit and without limiting the generality of any other term or provision hereof, the Permittee agrees to submit monthly statements of Gross Receipts as provided in this Section and to pay, at the time of execution and delivery of this Permit to the Port Authority, all fees and other amounts due under this Permit for the period from the Effective Date to the time of execution and delivery of this Permit by the Permittee.

(j) Without limiting any other provision of this Permit, it is hereby specifically understood that the failure to set forth all the classes of Persons, all of the locations served or all of the types of services or activities performed by the Permittee in its exercise of the privileges granted hereunder as of the Effective Date, or the failure to, by appropriate supplement, revise this Permit to reflect any additional classes of Persons, locations served, or services or activities

performed by the Permittee subsequent to said Effective Date, shall not affect the inclusion in Gross Receipts hereunder of the amounts, monies, revenues, receipts and income received or receivable by the Permittee in its operations, and the same shall be so included. The foregoing shall not constitute Port Authority consent or be deemed to imply that the necessary Port Authority consent (to be reflected in a supplement to the Permit) with respect to such additional classes of Persons, locations, services or activities will be given.

(k) The Basic Percentage Fee and any other fees payable under this Permit shall be subject to increase from time to time upon thirty (30) days' notice from the Port Authority to the Permittee, given by the General Manager of the Airport or such other representative as the Port Authority may substitute from time to time by notice to the Permittee, and upon the effective date of the increase set forth in such notice the fees payable by the Permittee under this Permit shall be as set forth in said notice. In the event within ten (10) days after the Permittee receives such notice from the Port Authority, the Permittee notifies the Port Authority that the Permittee does not wish to pay the increased fees, this Permit and the permission granted hereunder shall be, and shall be deemed to be, cancelled effective at the close of business on the day preceding the effective date of the increase, as set forth in the Port Authority's notice to the Permittee. If the Permittee does not so notify the Port Authority, the increased fees shall become effective on the date set forth in the Port Authority's notice as aforesaid. No cancellation of this Permit and the permission granted thereunder pursuant to this paragraph (k) shall be construed to relieve the Permittee of any obligations or liabilities hereunder which shall have accrued on or before the effective date of such cancellation.

(l) Without limiting any term or provision of this Permit, in the event the Permittee performs (x) any service, other than the Authorized Service at the Airport, or (y) any service (including the Authorized Service) at any other Port Authority facility, whether such performance is the subject of a written agreement by and between the Port Authority and the Permittee, the Permittee hereby agrees that it will pay to the Port Authority any and all fees and/or charges applicable to such service. The Permittee also agrees that, at the request of the Port Authority, it will enter into the appropriate agreement with the Port Authority providing permission for the Permittee to perform such service.

5. <u>Security Deposit:</u>

(a) (i) Provided that an amount is set forth in Item 8 on the first page of this Permit (the "*Required Security Deposit*"), and, provided, further, the amount of said Required Security Deposit is less than $20,000.00, upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deposit with the Port Authority (and shall keep deposited throughout the effective period of the permission under this Permit) the Required Security Deposit, either in cash, or bonds of the United States of America, or of the State of New Jersey, or of the State of New York, or of the Port Authority of New York and New Jersey, having a market value of that amount, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions,

covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed. Bonds qualifying for deposit hereunder shall be in bearer form but if bonds of that issue were offered only in registered form, then the Permittee may deposit such bonds or bonds in registered form, provided, however, that the Port Authority shall be under no obligation to accept such deposit of a bond in registered form unless such bond has been re-registered in the name of the Port Authority (the expense of such re-registration to be borne by the Permittee) in a manner satisfactory to the Port Authority. The Permittee may request the Port Authority to accept a registered bond in the Permittee's name and if acceptable to the Port Authority the Permittee shall deposit such bond together with an irrevocable bond power (and such other instruments or other documents as the Port Authority may require) in form and substance satisfactory to the Port Authority. In the event the Required Security Deposit is returned to the Permittee, any expenses incurred by the Port Authority in re-registering a bond to the name of the Permittee shall be borne by the Permittee. In addition to any and all other remedies available to it, the Port Authority shall have the right, at its option, at any time and from time to time, with or without notice, to use the Required Security Deposit, or any part thereof, in whole or partial satisfaction of any of its claims or demands against the Permittee. There shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of the Required Security Deposit itself shall cure any default or breach of this Permit on the part of the Permittee. With respect to any bonds deposited by the Permittee, the Port Authority shall have the right, in order to satisfy any of its claims or demands against the Permittee, to sell the same in whole or in part, at any time, and from time to time, with or without prior notice at public or private sale, all as determined by the Port Authority, together with the right to purchase the same at such sale free of all claims, equities or rights of redemption of the Permittee. The Permittee hereby waives all right to participate therein and all right to prior notice or demand of the amount or amounts of the claims or demands of the Port Authority against the Permittee. The proceeds of every such sale shall be applied by the Port Authority first to the costs and expenses of the sale (including but not limited to advertising or commission expenses) and then to the amounts due the Port Authority from the Permittee. Any balance remaining shall be retained in cash toward bringing the Required Security Deposit to the sum specified in Item 8 on the first page of this Permit. In the event that the Port Authority shall at any time or times so use the Required Security Deposit, or any part thereof, or if bonds shall have been deposited and the market value thereof shall have declined below the amount set forth in Item 8 on the first page of this Permit, the Permittee shall, on demand of the Port Authority and within two (2) days thereafter, deposit with the Port Authority additional cash or bonds so as to maintain the Required Security Deposit at all times to the full amount above stated in Item 8 on the first page of this Permit, and such additional deposits shall be subject to all the conditions of this Section. After the expiration or earlier revocation or termination of the effective period of the permission under this Permit, and upon condition that the Permittee shall then be in no wise in default under any part of this Permit, and upon written request therefor by the Permittee, the Port Authority will return the Required Security Deposit to the Permittee less the amount of any and all unpaid claims and demands (including estimated damages) of the Port Authority by reason of any default or breach by the Permittee of this Permit or any part thereof. The Permittee agrees that it will not assign or encumber the Required Security Deposit. The Permittee may collect or receive any interest or

income earned on bonds and interest paid on cash deposited in interest-bearing bank accounts, less any part thereof or amount which the Port Authority is or may hereafter be entitled or authorized by law to retain or to charge in connection therewith, whether as or in lieu of an administrative expense, or custodial charge, or otherwise; provided, however, that the Port Authority shall not be obligated by this provision to place or to keep cash deposited hereunder in interest-bearing bank accounts.

(ii) In lieu of the Required Security Deposit made in the form described above in paragraph (a)(i), the Permittee may at any time during the effective period of the permission granted under this Permit offer to deliver to the Port Authority, as security for all obligations of the Permittee under this Permit, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District, in favor of the Port Authority in the amount of the Required Security Deposit. The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission granted under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent satisfactory letter. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by security in accordance with paragraph (a)(i) of this Section or another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security under paragraph (a)(i) of this Section. Failure to provide such a letter of credit at any time during the effective period of the permission granted under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit, shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the Required Security Deposit, if any, theretofore made under and in accordance with the provisions of paragraph (a)(i) of this Section. The Permittee shall have the same rights to receive such Required Security Deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the effective period of the permission granted under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount.

(b) Provided that a Required Security Deposit amount is set forth in Item 8 on the first page of this Permit, and, provided, further, the amount of said Required Security Deposit is equal to or greater than $20,000.00, upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the

Permittee, all of the terms, provisions, covenants and conditions of the Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority, and payable in the Port of New York District in the amount of the Required Security Deposit. The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission granted under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is an appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless the letter of credit is replaced by another letter of credit satisfactory to the Port Authority by a date not later than twenty (20) days prior to the effective date of cancellation, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security. Failure to provide such a letter of credit at any time during the effective period of the permission granted under this Permit valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit, shall be deemed to be a breach of this Permit on the part of the Permittee. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee, upon demand by the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to the amount of the Required Security Deposit. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to be a waiver of any default by the Permittee under the terms of this Permit, and all remedies under this Permit and of the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit.

c) The Permittee acknowledges and agrees that the Port Authority reserves the right, in its sole discretion at any time and from time to time upon sixty (60) days' notice to the Permittee, to adjust the amount of the Required Security but in no event would the adjusted amount equal more than three months of fees that would be payable to the Port Authority. Not later than the effective date set forth in said notice by the Port Authority, the Permittee shall furnish additional cash or bonds, as provided for in paragraph (a) above, or an amendment to, or a replacement of, the letter of credit providing for such adjusted amount of the Required Security Deposit, as the case may be, and such additional cash and/or bonds or adjusted (or replaced) letter of credit shall thereafter constitute the Required Security Deposit required under this Section.

d) If the Permittee is obligated by any other agreement ("Other PA Agreement") to maintain a security deposit with the Port Authority to insure payment and performance by the Permittee of all fees, rentals, charges and other obligations which may become due and owing to the Port Authority arising from the Permittee's operations at the Airport (or other Port Authority facility) pursuant to any such Other PA Agreement or otherwise, then all such security deposit-related obligations under such Other PA Agreement, and any deposit pursuant thereto, also shall be deemed obligations of the Permittee under this Permit and as security hereunder, as well as under any such Other PA Agreement. All provisions of such Other PA Agreement with respect to security deposit-related obligations, and any obligations thereunder of the Port Authority as to the security deposit, are hereby incorporated herein by this reference as though fully set forth herein and hereby made a part hereof. It is understood that the term Other PA Agreement refers both to agreements entered into prior to, or as of, the effective date of this agreement, as well as agreements hereinafter entered into.

6. Permittee's Operations:

(a) The Permittee shall provide to the Port Authority, upon request of the Port Authority from time to time, such information and data in connection with the permission granted hereunder as the Port Authority may request and shall, if so requested by the Port Authority, make periodic reports thereof to the Port Authority utilizing such forms as may be adopted by the Port Authority for such purpose.

(b) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with the permission granted hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee. The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

(c) The Permittee shall at all times that areas of the Airport are being used for the privileges permitted hereunder, maintain said areas in a clean and orderly condition and appearance. The Permittee shall promptly wipe up any oil, gasoline, grease, lubricants and other inflammable liquids and substances and any liquids and substances having a corrosive or detrimental effect on the paving or other surface of the ramps or other areas upon which it performs the privileges authorized by this Permit resulting from its operations hereunder. The Permittee shall repair, replace, repave or rebuild, or at the Port Authority's election, the

Permittee shall pay to the Port Authority the cost to the Port Authority of repairing, replacing, repaving or rebuilding, all or any part of the ramps or other areas upon which it performs the privileges authorized by this Permit which may be damaged or destroyed by such oil, gasoline, grease, lubricants or other liquids or substances or by any other act or omission of the Permittee or its employees, agents or contractors except for reasonable wear and tear arising out of its operations thereon.

(d) A principal purpose of the Port Authority in granting the permission under this Permit is to have available at the Airport, the privileges which the Permittee is permitted to render hereunder. The Permittee agrees that it will conduct a first-class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor, and keep the same in a first-class operating condition at all times.

(e) The Permittee shall immediately comply with all orders, directives and procedures as may be issued by the General Manager of the Airport covering the operations of the Permittee under this Permit at any time and from time to time. The Port Authority may, at any time and from time to time, without prior notice or cause, withdraw or modify any designation, approval, substitution or redesignation given by it hereunder.

(f) In the event of any injury or death to any person (other than employees of the Permittee) at the Airport when caused by the Permittee's operations, or damage to any property (other than the Permittee's property) at the Airport when caused by the Permittee's operations, the Permittee shall immediately notify the Port Authority and promptly thereafter furnish to the Port Authority copies of all reports given to the Permittee's insurance carrier.

(g) The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Airport. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and the employees shall wear appropriate uniforms. The badges, means of identification and uniforms shall be subject to the written approval of the General Manager of the Airport. The Port Authority shall have the right to object to the Permittee as to the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

(h) The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations at the Airport.

7. Indemnity:

(a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse

the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third Persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Permittee in performing or observing any term or provision of this Permit, or out of the operations of the Permittee hereunder, or out of any of the acts or omissions of the Permittee, its officers, employees or Persons who are doing business with the Permittee arising out of or in connection with the activities permitted hereunder, or arising out of the acts or omissions of the Permittee, its officers or employees at the Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

(b) Without limiting any other term or provision hereof, the Permittee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees, agents and representatives of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Permittee under or in any wise connected with this Permit.

(c) Without limiting any other term or provision hereof, the Permittee shall indemnify the Port Authority and hold it harmless against all claims and demands of third Persons for damage to any aircraft cargo or baggage or any other property handled or delivered pursuant to the permission granted by this Permit.

(d) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand set forth in paragraphs (a), (b) and (c) above (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

8. Liability Insurance:

(a) The Permittee, in its own name as insured and including the Port Authority as an additional insured, shall maintain and pay the premiums during the effective period of the Permit on a policy or policies of Commercial General Liability Insurance, including premises-operations and products-completed operations and covering bodily-injury liability, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the minimum limit set forth in Item 9 on the first page of this Permit, and Commercial Automobile Liability Insurance covering owned, non-owned and hired vehicles and including automatic coverage for newly acquired vehicles and providing for coverage in the minimum limit set forth in Item 9 on the first page of this Permit. Without

limiting the foregoing, the Permittee shall maintain Workers' Compensation and Employers Liability Insurance in accordance with the Permittee's statutory obligations under the applicable State Workers' Compensation Law for those employees of the Permittee employed in operations conducted pursuant to this Permit at or from the Airport. In the event the Permittee maintains the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured, except for the Workers' Compensation and Employers Liability Insurance policies, to the full extent of all such insurance in accordance with all terms and provisions of this Permit.

(b) Each policy of insurance, except for the Workers' Compensation and Employers Liability Insurance policies, shall also contain an ISO standard "separation of insureds" clause or a cross liability endorsement providing that the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority and any claim or action against the Port Authority by the Permittee, as if the Port Authority were the named insured thereunder, but such clause or endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured. Each policy of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Permittee under Section 7 of the Terms and Conditions of this Permit.

(c) All insurance coverages and policies required under this Section may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the effective period of permission granted under this Permit. The Port Authority may, at any such time, require additions, deletions, amendments or modifications to the aforementioned insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required and the Permittee shall promptly comply therewith.

(d) Each policy shall contain a provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each policy shall contain a provision or endorsement that the insurer "shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority." The foregoing provisions or endorsements shall be recited in each policy or certificate to be delivered pursuant to the following paragraph (e).

(e) A certified copy of each policy or a certificate or certificates of insurance evidencing the existence thereof, or binders, shall be delivered to the Port Authority upon execution and delivery of this Permit by the Permittee to the Port Authority. In the event any

binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate of insurance. Any renewal policy shall be evidenced by a renewal certificate of insurance delivered to the Port Authority at least seven (7) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of this Permit. The aforesaid insurance shall be written by a company or companies approved by the Port Authority. If at any time any insurance policy shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policy shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each policy shall be delivered to or made available for inspection by the Port Authority.

(f) The foregoing insurance requirements shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Permittee under this Permit. The foregoing insurance requirements shall not constitute a representation or warranty as to the adequacy of the required coverage to protect the Permittee with respect to the obligations imposed on the Permittee by this Permit or any other agreement or by law.

9. Special Endorsements:

The Permittee hereby agrees to the terms and conditions of the endorsements attached hereto, hereby made a part hereof and marked "*Special Endorsements*". The terms and provisions of the Special Endorsements shall have the same force and effect and as if herein set forth in full.

10. No Waiver:

No failure by the Port Authority to insist upon the strict performance of any agreement, term or condition of this Permit or to exercise any right or remedy consequent upon a breach or default thereof, and no extension, supplement or amendment of this Permit during or after a breach thereof, unless expressly stated to be a waiver, and no acceptance by the Port Authority of fees, charges or other payments in whole or in part after or during the continuance of any such breach or default, shall constitute a waiver of any such breach or default of such agreement, term or condition. No agreement, term or condition of this Permit to be performed or complied with by the Permittee, and no breach or default thereof, shall be waived, altered or modified except by a written instrument executed by the Port Authority. No waiver by the Port Authority of any default or breach on the part of the Permittee in performance of any agreement, term or condition of this Permit shall affect or alter this Permit but each and every agreement, term and condition thereof shall continue in full force and effect with respect to any other then existing or subsequent breach or default thereof.

11. Removal of Property:

The personal property placed or installed by the Permittee at the Airport shall remain the property of the Permittee and must be removed on or before the expiration, revocation, cancellation or termination of the permission hereby granted, whichever shall be earlier. Without limiting the terms and provisions of paragraph (g) of Section 18 hereof, any such property remaining at the Airport after the effective date of such expiration, revocation, cancellation or termination shall be deemed abandoned by the Permittee and may be removed and disposed of by the Port Authority in any manner it so determines in its sole discretion and all the proceeds of any removal or disposition shall be retained by the Port Authority for its account and all costs and expenses of such removal and disposition shall be paid to the Port Authority by the Permittee when billed.

12. Permittee's Representative:

The Permittee's representative specified in Item 3 on the first page of this Permit (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and any act or thing done or to be done hereunder, and to execute on the Permittee's behalf any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. Notices:

Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices given by the Port Authority to the Permittee shall be validly given if sent by registered or certified mail addressed to the Permittee at the address specified on the first page hereof or at the latest address that the Permittee may substitute therefor by notice to the Port Authority, or left at such address, or delivered to the Permittee's representative. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003 or at such other address as the Port Authority shall hereafter designate by notice to the Permittee. If mailed, the notices herein required to be given shall be deemed effective and given as of the date of the certified or registered mailing thereof.

14. Late Charges:

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods on a calendar year basis; each

late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Section with respect to such unpaid amount. Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 2 of these Terms and Conditions, or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Section shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

15. Non-discrimination:

(a) Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any space at the Airport and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any space at the Airport and the furnishing of any service thereon by the Permittee, no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any space at the Airport and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Section in every agreement or concession it may make pursuant to which any Person or Persons, other than the Permittee, operates any facility at the Airport providing services to the public and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

(c) The Permittee's noncompliance with the provisions of this Section shall constitute a material breach of this Permit. Without limiting any other term or provision hereof or any other rights or remedies of the Port Authority hereunder or at law or equity, in the event of the breach by the Permittee of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may revoke this Permit and the permission hereunder; or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

(d) Without limiting any other term or provision hereof, the Permittee shall indemnify and hold harmless the Port Authority from any claims and demands of third Persons, including the United States of America, resulting from the Permittee's noncompliance with any of the provisions of this Section and the Permittee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

(e) Nothing contained in this Section shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the type mentioned in paragraph (b) hereof, or any right to perform any construction on any space at the Airport, or any right to use or occupy any space at the Airport.

16. Affirmative Action:

The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

17. Rules and Regulations:

(a) The Permittee shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the rules and regulations and procedures of the Port Authority now in effect, and such further reasonable rules and regulations and procedures which may from time to time during the effective period of this Permit, be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance of the Airport or for the safe and efficient operation of the Airport. The Port Authority agrees that, except in cases of emergency, it shall give notice to the Permittee of every rule and regulation hereafter adopted by it at least five (5) days before the Permittee shall be required to comply therewith.

(b) The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the Fire Rating Organization of the State of New Jersey and the National Board of Fire Underwriters, and any other body or organization exercising similar functions which may pertain or apply to the Permittee's operations hereunder. If by reason of the Permittee's failure to comply with the provisions of this Section, any fire insurance, extended coverage or rental insurance rate on the Airport or any part thereof, or upon the contents of any building thereon, shall at any time be higher than it otherwise would be, then the Permittee shall on demand pay the Port Authority that part of all fire insurance premiums paid or payable by the Port Authority which shall have been charged because of such violation by the Permittee.

18. Prohibited Acts

(a) The Permittee shall not do or permit to be done any act which

(i) will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereon, or

(ii) will increase the rate of any fire insurance, extended coverage or rental insurance on the Airport or any part thereof or upon the contents of any building thereon, or

(iii) in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Permit, or

(iv) may cause or produce upon the Airport any unusual noxious or objectionable smokes, gases, vapors or odors, or

(v) may interfere with the effectiveness or accessibility of any drainage and sewerage system, water system, communications system, fire protection system, sprinkler system, alarm system, fire hydrant and hose, if any, installed or located or to be installed or located in or on the Airport, or

(vi) shall constitute a nuisance or injury in or on the Airport or which may result in the creation, commission or maintenance of a nuisance or injury in or on the Airport.

For the purpose of this paragraph (a), "Airport" includes all structures located thereon.

(b) The Permittee shall not dispose of, release or discharge nor permit anyone to dispose of, release or discharge any Hazardous Substance on the Airport except that the Permittee may release or discharge de-icing fluids utilized in the Permittee's ordinary course of business in the performance of any of the privileges granted hereunder so long as such release or discharge is not a violation of the terms and conditions of Sections 17 or 19 hereof. In addition

to and without limiting Section 19 hereof, any Hazardous Substance disposed of, released or discharged by the Permittee (or permitted by the Permittee to be disposed of, released or discharged) on the Airport shall upon notice by the Port Authority to the Permittee and subject to the provisions of Sections 17 and 19 hereof and to all Environmental Requirements, be completely removed and/or remediated by the Permittee at its sole cost and expense, provided, however, the forgoing shall not apply to releases and discharges which are in compliance with the terms and conditions of Sections 17 and 19 hereof of de-icing fluids utilized in the Permittee's ordinary course of business in the performance of any of the privileges granted hereunder and the obligation of the Permittee to remove and remediate such de-icing fluids shall be as required by the terms and conditions of Sections 17 and 19 hereof. The obligations of the Permittee pursuant to this paragraph shall survive the expiration, revocation, cancellation or termination of this Permit.

(c) The Permittee shall not dispose of nor permit anyone to dispose of any waste materials (whether liquid or solid) by means of any toilets, sanitary sewers or storm sewers.

(d) (i) The Permittee shall not employ any persons or use any labor, or use or have any equipment, or permit any condition to exist, which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies at the Airport which interfere or are likely to interfere with the operation of the Airport or any part thereof by the Port Authority or with the operations of the lessees, licensees, permittees or other users of the Airport or with the operations of the Permittee under this Permit.

(ii) The Permittee shall immediately give notice to the Port Authority (to be followed by written notice and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. The Permittee shall use its best efforts to resolve any such complaints, troubles, disputes or controversies.

(iii) The Permittee acknowledges that it is familiar with the general and local conditions prevailing at the Airport and with the all pertinent matters and circumstances which may in any way affect performance of the privileges granted under this Permit.

(e) The Permittee shall not solicit business on the public areas of the Airport and the use, at any time, of hand or standard megaphones, loudspeakers or any electric, electronic or other amplifying device is hereby expressly prohibited.

(f) The Permittee shall not install any fixtures or make any alterations, additions, improvements or repairs to any property of the Port Authority except with the prior written approval of the Port Authority.

(g) No signs, posters or similar devices shall be erected, displayed or maintained at the Airport without the written approval of the General Manager of the Airport; and any not approved by such General Manager or not removed by the Permittee upon the termination,

revocation, expiration or cancellation of this Permit may be removed by the Port Authority at the expense of the Permittee.

(h) The Permittee shall not operate any engine or any item of automotive equipment in any enclosed space at the Airport unless such space is adequately ventilated.

(i) The Permittee shall not use any cleaning materials having a harmful or corrosive effect on any part of the Airport.

(j) The Permittee shall not fuel or defuel any equipment in any enclosed space at the Airport without the prior approval of the General Manager of the Airport except in accordance with Port Authority rules and regulations.

(k) The Permittee shall not start or operate any engine or any item of automotive equipment in any enclosed space at the Airport unless such space is adequately ventilated and unless such engine is equipped with a proper spark-arresting device.

19. Law Compliance:

(a) The Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Permittee's operations at the Airport which may be necessary for the Permittee's operations thereat.

(b) The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operations at the Airport or on the Gross Receipts or income therefrom, and shall make all applications, reports and returns required in connection therewith.

(c) The Permittee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Permittee's operations at the Airport.

(d) The Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of Persons and property at the Airport and are not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

(e) The Port Authority has agreed by a provision in the Basic Lease with the City covering the Airport to conform to the enactments, ordinances, resolutions and regulations of the City and of its various departments, boards and bureaus in regard to the construction and maintenance of buildings and structures and in regard to health and fire protection, to the extent that the Port Authority finds it practicable so to do. The Permittee shall, within forty-eight (48) hours after its receipt of any notice of violation, warning notice, summons, or other legal process

for the enforcement of any such enactment, ordinance, resolution or regulation, deliver the same to the Port Authority for examination and determination of the applicability of the agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Permittee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Permittee at the Airport. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Permittee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Permittee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Permit, although the Port Authority thereafter notifies the Permittee to refrain from such compliance. Nothing herein contained shall release or discharge the Permittee from compliance with any other provision hereof respecting governmental requirements.

20. Trademarks and Patent Infringement:

The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit.

21. Inspection:

The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Airport or to be placed or brought on the Airport, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

22. Federal Aid:

(a) The Permittee shall

(i) furnish good, prompt and efficient service hereunder, adequate to meet all demands therefor at the Airport;

(ii) furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and

(iii) charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

As used in the above subsections "service" shall include furnishing of parts, materials and supplies (including sale thereof).

(b) The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented, and under prior federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Permittee of the promises and obligations contained in this Permit is therefore a special consideration and inducement to the issuance of this Permit by the Port Authority, and the Permittee further agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by the Permittee of its obligations under this Permit, the Permittee will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct.

23. Capacity and Competition:

(a) The Permittee shall refrain from entering into continuing contracts or arrangements with any third Person for furnishing services covered hereunder when such contracts or arrangements will have the effect of utilizing to an unreasonable extent the Permittee's capacity for rendering such services. A reasonable amount of capacity shall be reserved by the Permittee for the purpose of rendering services hereunder to those who are not parties to continuing contracts with the Permittee.

(b) The Permittee shall not enter into any agreement or understanding, express or implied, binding or non-binding, with any other Person who may furnish services at the Airport similar to those furnished hereunder which will have the effect of (i) fixing rates and charges to be paid by users of the services; (ii) lessening or preventing competition between the Permittee and such other furnishers of services; or (iii) tending to create a monopoly on the Airport in connection with the furnishing of such services.

24. Business Development and Records:

(a) In connection with the exercise of the privileges granted hereunder, the Permittee shall:

(i) use its best efforts in every proper manner to develop and increase the business conducted by it hereunder;

(ii) not divert or cause or allow to be diverted, any business from the Airport;

(iii) maintain, in English and in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until the Permittee shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, and work schedules) recording all transactions of the Permittee at, through, or in anywise connected with the Airport, which records and books of account shall be kept at all times within the Port of New York District and shall separately state and identify the Authorized Service and all other services performed at the Airport, and;

(iv) cause any company which is owned or controlled by the Permittee, or any company which owns or controls the Permittee, if any such company performs services similar to those performed by the Permittee (any such company being hereinafter called an "*Affiliate*" and all such companies being hereinafter called the "*Affiliates*") to maintain, in English and in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until the Permittee shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, and work schedules) recording all transactions of each Affiliate at, through, or in anywise connected with the Airport, which records and books of account shall be kept at all times within the Port of New York District and shall separately state and identify each activity (including without limitation the Authorized Service) performed at the Airport;

(v) permit and/or cause to be permitted in ordinary business hours during the effective period of this Permit, for one (1) year thereafter, and during such further period as is mentioned in the preceding paragraphs (a)(iii) and (a)(iv), the examination and audit by the officers, employees and representatives of the Port Authority of all the records and books of account of the Permittee (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of Gross Receipts all agreements, and all source documents) and all the records and books of account of all Affiliates (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of Gross Receipts, all agreements, and all source documents) (all of the foregoing records and books described in this paragraph

(a)(v) being hereinafter collectively referred to as the "*Books and Records*") within ten (10) days following any request by the Port Authority from time to time and at any time to examine and audit any Books and Records;

(vi) permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to the equipment described in paragraph (a)(vii) below; and

(vii) install and use such cash registers, sales slips, invoicing machines and any other equipment or devices, including without limitation computerized record keeping systems, for recording orders taken, or services rendered, as may be appropriate to the Permittee's business and necessary or desirable to keep accurate records of Gross Receipts, and without limiting the generality of the foregoing, for any privilege involving cash sales, install and use cash registers or other electronic cash control equipment that provides for non-resettable totals.

(b) Without implying any limitation on the right of the Port Authority to revoke this Permit for cause for breach of any term, condition or provision thereof, including but not limited to, breach of any term, condition or provision of paragraph (a) above, the Permittee understands that the full reporting and disclosure to the Port Authority of all Gross Receipts and the Permittee's compliance with all the provisions of paragraph (a) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under this Permit. In the event any Books and Records are maintained outside the Port of New York District or in the event of the failure of the Permittee to comply with all the provisions of paragraphs (a)(ii) through (a)(vii) above then, in addition to all, and without limiting any other, rights and remedies of the Port Authority under this Permit or otherwise and in addition to all of the Permittee's other obligations under this Permit:

(i) the Port Authority may estimate the Gross Receipts on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the fees based thereon shall be payable to the Port Authority when billed; and/or

(ii) if any Books and Records are maintained outside of the Port of New York District, then the Port Authority in its sole discretion may (x) require on ten (10) days' notice to the Permittee that any such Books and Records be made available to the Port Authority within the Port of New York District for examination and audit pursuant to paragraph (a)(v) hereof and/or (y) examine and audit any such Books and Records pursuant to paragraph (a)(v) at the location(s) they are maintained and if such Books and Records are maintained within the contiguous United States the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority, for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit and if such Books and Records are maintained outside the contiguous United States the Permittee shall pay to the Port Authority when billed all costs and expenses of the Port Authority, as determined

by the Port Authority, of such examination and audit, including but not limited to, salaries, benefits, travel costs and related expenses, overhead costs, and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

(c) In the event that upon conducting an examination and audit as described in this Section the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee (the "*Audit Findings*"), the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount equal to five percent (5%) of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge (s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. Such service charge shall not be payable if the Port Authority has received, for each month covered by the examination and audit period, the Monthly Sworn Statement of Gross Receipts, as provided in Section 4(a)(ii). No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Section with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

(d) Without implying any limitation on the rights or remedies of the Port Authority under this Permit or otherwise including without limitation the right of the Port Authority to revoke this Permit for cause for breach of any term or provision of paragraphs (a)(iii) or (a)(iv) above and in addition thereto, in the event any of the Books and Records are not maintained in English, then this Permittee shall pay to the Port Authority when billed, all costs and expenses of the Port Authority, as determined by the Port Authority, to translate such Books and Records into English.

(e) The foregoing auditing costs, expenses and amounts of the Port Authority set forth in paragraphs (b), (c) and (d) above shall be deemed fees under this Permit payable to the Port Authority with the same force and effect as the Basic Percentage Fee and all other fees payable to the Port Authority thereunder.

25. Rates and Charges:

The Permittee shall establish rates and discounts therefrom which are in compliance with Section 22 hereof (each such rate and discount is hereinafter called an "*Established Rate*"). Upon request by the Port Authority, the Permittee shall provide the Port Authority its rates and

discounts therefrom for goods and services furnished hereunder. If the Permittee applies any rate in excess of the Established Rate therefor or extends a discount less than the Established Discount therefor, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the Established Rate shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the Established Rate therefor or extends a discount which is in excess of the Established Rate therefor, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the Established Rate shall constitute an undercharge and an amount equivalent thereto shall be included in Gross Receipts hereunder and the Basic Percentage Fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in Gross Receipts any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon such breach which would otherwise be available to it at law, in equity or by reason of this Permit.

26. Other Agreements:

In the event the terms and provisions of any agreement entered into by the Permittee with any third Person in connection with the privileges granted hereunder are contrary to or conflict or are inconsistent with the terms and provisions of this Permit, the terms and provisions of this Permit shall be controlling, effective and determinative.

27. Counterclaims:

The Permittee specifically agrees that it shall not interpose any claims as counterclaims in any action for non-payment of fees or other amounts, which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

28. Continued Exercise of Privilege After Expiration, Revocation or Termination:

(a) The Permittee acknowledges that the failure of the Permittee to cease to perform the Authorized Service at the Airport from the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss, and the Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss. The Permittee acknowledges that the Port Authority reserves all its legal and equitable rights and remedies in the event of such failure by the Permittee to cease performance of the Authorized Service.

(b) The Permittee hereby acknowledges and agrees that, subject to the foregoing, all terms and provisions of this Permit shall be and continue in full force and effect during any period following such expiration, revocation or termination.

29. Governing Law:

This agreement and any claim, dispute or controversy arising out of, under or related to this agreement shall be governed by, interpreted and construed in accordance with the laws of the State of New Jersey, without regard to choice of law principles.

30. Miscellaneous:

(a) It is understood and agreed that the Port Authority shall not furnish, sell or supply to the Permittee any services or utilities in connection with this Permit.

(b) No Commissioner, Director, officer, agent or employee of either party shall be charged personally by the other party with any liability, or held liable to the other party, under any term or provision of this Permit, or because of the party's execution or attempted execution, or because of any breach thereof. .

(c) The Section and paragraph headings, if any, in this Permit are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provision hereof.

(d) This Permit, including the attached Special Endorsements, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof. This Permit may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee or except by notice as specifically set forth in Sections 4 and 13 hereof. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

For the Port Authority

Initialled:

For the Permittee

The Permittee shall sell only such items of merchandise and/or render only such services as may be approved in writing from time to time by the Port Authority. The Port Authority may at any time and from time to time withdraw its approval as to any items or services without affecting the continuance of this Permit.

The Permittee shall furnish all merchandise and/or all services, at reasonable prices and at the times and in a manner which will be fully satisfactory to the public and to the Port Authority. All prices charged by the Permittee shall be subject to the prior written approval of the Port Authority, provided, however, that such approval will not be withheld if the proposed prices do not exceed reasonable prices for similar merchandise and/or services in the municipality in which the Airport is located. The Permittee shall remain open for and conduct business during such hours of the day and on such days of the week as may properly serve the needs of the public. The Port Authority's determination of reasonable prices and proper business hours and days shall control.

STANDARD ENDORSEMENT NO. 4.1
MERCHANDISE AND/OR SERVICES
All Airports
7/21/49

The Permittee shall, prior to furnishing any services hereunder, prepare schedules of rates for said services and discounts therefrom. Such schedules shall be submitted to the Port Authority for its prior written approval as to compliance by the Permittee with its obligations under this Permit. The Port Authority shall examine such schedules and make such modifications therein as may be necessary. Any changes thereafter in the schedules shall be similarly submitted to the Port Authority for its prior written approval, and, if necessary, modification. All such schedules shall be made available to the public by the Permittee at locations designated from time to time by the Port Authority. The Permittee agrees to adhere to the rates and discounts stated in the approved schedules. If the Permittee applies any rate in excess of the approved rates or extends a discount less than the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the approved rates or extends a discount which is in excess of the approved discount, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the approved rates and/or discounts shall constitute an undercharge and an amount equivalent thereto shall be included in gross receipts hereunder and the percentage fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in gross receipts, any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon breach which would otherwise be available to it at law, in equity or by reason of this Permit.

STANDARD ENDORSEMENT NO. 4.5
PRICES AND/OR CHARGES
All Installations
5/16/49

SPECIAL ENDORSEMENTS

1. (a) Pursuant to an agreement of lease between the Port Authority and People Express Airlines, Inc., (the "People Express") bearing Port Authority Lease No. ANA-170, dated January 11, 1985 (including any amendments thereto the "Airline Lease") the Port Authority leased to People Express certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark Liberty International for the construction by People Express of passenger terminal facilities (herein referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc., to Continental Airlines, Inc., (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., dated August 15, 1987. It was contemplated under the Airline Lease that certain consumer services would be operated in space provided by the Airline in the Terminal. It was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required.

(b) The Airline and Westfield Concession Management, Inc. ("Manager") have entered into an agreement, made as of November 1, 1997 (including any amendments or supplements thereto, hereinafter called the "Management Agreement"), pursuant to which the Manager agreed to develop, sublease on behalf of and in the name of the Airline, manage and market certain concession facilities in the Terminal. The Manager and the Port Authority have entered into a permit agreement, consented and agreed to by the Airline and dated as of October 1, 1998 (including any amendments or supplements thereto hereinafter called the "Manager Permit") pursuant to which, among other things, the Port Authority consented to the Management Agreement subject to the provisions of the Manager Permit.

(c) Subject to all of the terms, covenants and provisions of this Permit, the Port Authority and the Airline hereby grant to the Permittee the privilege of operating a retail concession store in Space No. 83 which contains approximately 550 square feet of Floor Area as shown on Exhibit A2 of the Concession Agreement and in a location at the Terminal as shall be designated by the Airlines (the "Space") for the sale at retail of Sprint, Nextel and GSM branded cellular telephones, cellular phone accessories (limited to automobile chargers, travel chargers, ear phones, Blue tooth units and cellular phone carrying cases), computer memory chips, USB flash drive storage devices, digital cameras, portable hand-held camcorders, IPOD accessories (limited to automobile chargers, travel chargers, carrying cases and headphones/earphones), portable CD players, portable MP3 players, portable DVD players, and IGO branded cellular phone and computer travel chargers; and such other electronic and select products and accessory items as may be consented to in advance by the Airline and the Port Authority, and for no other purpose whatsoever. The Permittee understands that since the Terminal is leased to the Airline, all arrangements as to the Concession Area and facilities in which the privilege will be exercised, including utilities and services, shall be made with the Airline, and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the size, location, adequacy or suitability of the Concession Area and the facilities therein. Notwithstanding the foregoing, however, the Airline expressly hereby agrees that it shall not,

pursuant to the Concession Agreement, relocate or reconfigure all or any part of the Concession Area without the prior written consent of the Port Authority.

(d) By its terms, the Concession Agreement is subject and subordinate to the Airline Lease and the Permittee is obligated under the Concession Agreement to comply with all applicable terms of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. It was stipulated in the Airline Lease and in the Concession Agreement that the Permittee would also enter into this Permit with the Port Authority covering such services to be provided by Permittee under the Concession Agreement. Subject to the terms of this Permit, the Port Authority hereby consents to the Concession Agreement as of May 4, 2010.

(e) The Permittee may not receive any revenues or profits with respect to any of the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges, airline clubs, monorail facilities, advertising (including, without limitation, static display, broadcast and other), pay telephones, rental of cellular phones, facsimile transmission machines and other public communication services, concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information), ground transportation (including vehicle rentals), hotel and other lodging reservations, vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Space pursuant to the Sublease and if approved by the Port Authority, on-airport baggage carts or other on-airport baggage-moving devices, electronic amusements, and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for the above-stated reserved uses.

2. As used herein:

(a) "Annual Period" shall mean the twelve month period commencing on the Fee Commencement Date and each twelve month period thereafter during the period of the permission granted herein; provided, however, that if the Fee Commencement Date occurs on a day which is other than the first day of a calendar month, the first Annual Period shall consist of the portion of the calendar month in which the Fee Commencement Date occurs, plus the succeeding twelve months thereafter; and provided, further, that the last Annual Period shall expire in any event on the expiration date of the period of the permission under this Permit.

(b) "Breakpoint" shall mean the MAG (as hereinafter defined) paid for an Annual Period divided by thirteen percent (13%)

(c) "Fee Commencement Date" shall mean May 4, 2010

(d) "Monthly period" shall mean, as the context requires, the period commencing on the Fee Commencement Date and continuing through the balance of the month in which the Fee Commencement Date occurs and each calendar month thereafter occurring during the period of permission granted hereunder; provided, however, that if the period of permission expires or is terminated or revoked on other than the last day of a calendar month, then the monthly period for the calendar month in which the effective date of expiration, termination or revocation occurs shall expire on such date.

(e) "Percentage fee" shall mean, for and during the period of permission of this Permit, thirteen percent (13%) of the Permittee's Gross Receipts generated hereunder. The foregoing includes all other items, if any, which come within the definition of Gross Receipts, e.g., RDAs and other promotional incentives.

(f) "Percentage Change in Enplanement" shall generally mean an amount equal to the percentage change, whether an increase or a decrease, between the Terminal's enplaned passenger volume for 2 consecutive calendar year periods.

(g) "Port Authority Reserved Uses" shall mean the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges; airline clubs; airtrain/monorail facilities; advertising (including, without limitation, static display, broadcast and other); pay telephones, pre-paid phone cards, facsimile transmission machines and other public communications services, including without limitation, all Port Authority-owned or operated information and communications technology infrastructure for common Airport use, provided that the Airline shall retain the right to control the location of the placement within the Terminal of telephones, phone banks, phone kiosks, facsimile transmission machines and Internet kiosks, only, and the right to deny, upon reasonable grounds, the placement of a particular pay phone facility, facsimile transmission machine or Internet kiosk; rental of cellular phones; concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information)); ground transportation (including vehicle rentals); hotel and other lodging reservations; vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the subleased premises pursuant to a sublease with a specific concessionaire and if approved in advance by the Port Authority; on-airport baggage carts (other than shopping carts made available free of charge to shoppers within the Concession Area) or other on-airport baggage-moving devices; and electronic amusements. The Port Authority shall have the right to all revenues derived for or from the above-stated reserved uses.

(h) "Port Authority Share" shall mean fifty percent (50%) of the fees payable by the Permittee hereunder.

3. (a) The Permittee shall pay to the Port Authority the Port Authority Share of the minimum annual guaranty ("MAG") as follows:

(i) from the Fee Commencement Date through March 30, 2013, both dates inclusive, the MAG shall equal the amount of One Hundred Seventy-Six Thousand Eight Hundred Dollars and No Cents ($176,800.00) per annum, which amount shall be payable in advance in equal, consecutive monthly installments of Fourteen Thousand Seven Hundred Thirty-Three and Thirty-Three Cents ($14,733.33) with the Port Authority Share being equal to Seven Thousand Three Hundred and Sixty-Six Dollars and Sixty-six Cents ($7,366.66), payable on the Fee Commencement Date and on the first day of each and every calendar month thereafter occurring during such period; and

(ii) For the Annual Period commencing July 1, 2010 and for each Annual Period thereafter, the MAG shall be adjusted to be the greater of (i) One Hundred Seventy-Six Thousand Eight Hundred Dollars and No Cents ($176,800.00) or (ii) an amount equal to the previous Lease year's MAG times the Percentage Change in Enplanement and the percentage fees payable by the Permittee under this Permit for the Annual Period just ended.

If the Fee Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the MAG payable on the Fee Commencement Date shall be the amount of the installment described in subparagraph (a)(i) of this Paragraph prorated on a daily basis, using the actual number of days in the subject calendar month.

(b) The Permitte shall pay directly to the Port Authority the Port Authority share of the MAG and the remaining balance of the MAG shall be paid to the Airline.

4. (a) Commencing on the start of the First Annual Period and continuing throughout the balance of the period of permission granted under this Permit, the Permittee shall pay directly to the Port Authority the Port Authority Share of the percentage fees in excess of the Breakpoint. The computation of percentage fees for each Annual Period, or a portion of an Annual Period, as hereinabove defined, shall be individual to such Annual Period, or such portion of an Annual Period, and without relation to any other Annual Period, or any other portion of any Annual Period.

(b) The Permittee shall pay percentage fees as follows: on the 20th day of the first month following the commencement of each annual period and on the 20th day of each and every month thereafter including the month following the end of each Annual Period, the Permittee shall render to the Port Authority a sworn statement showing its Gross Receipts for the preceding month and showing its cumulative Gross Receipts from the date of the commencement of the Annual Period for which the report is made through the last day of the preceding month; whenever such statement shall show that the percentage fees applied to the Gross Receipts of the Permittee from the preceding month is in excess of the Breakpoint, the Permittee shall pay at the time of rendering the statement an amount equal to the Port Authority Share of such excess and the Permittee shall pay thereafter on the 20th day of each month during that Annual Period and on the 20th day of the month following the end during such Annual Period pay an amount equal to the said percentage applied to the Gross Receipts during each subsequent month of that

Annual Period. In the monthly statement for the last month of each Annual Period, in addition to all the information required by this paragraph (b), the Permittee shall set forth the MAG and the Breakpoint applicable to the Annual Period just completed.

(c) For purposes of this Permit, and unless and until notified in writing otherwise by the Port Authority, the Port Authority hereby directs such payments of the PA Share (whether of Guaranteed Rent, percentage rent, storage premises rent, or other concession operator payments (to the extent the same do not constitute actual pass-through charges for expenses actually incurred by the Airline and the Manager, as applicable) be remitted on its behalf directly, and payable, to Westfield Concession Management, Inc., which shall serve as the Port Authority's agent for this purpose.

(d) (i) Gross receipts shall be reported and the percentage rent thereon shall be paid as follows: on the 15th day of the first month following the Rent Commencement Date and on the 15th day of each and every month thereafter, including the month following the end of each annual period and the month following the expiration of the permission granted hereunder, the Permittee shall render to the Port Authority a statement, certified by a responsible officer of the Permittee, showing all gross receipts arising from the Permittee's operations hereunder in the preceding month, and specifying the percentage(s) stated in paragraph (c) of this Special Endorsement of gross receipts, and also showing its cumulative gross receipts from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and the percentages applicable thereto. Whenever any monthly statement shall show that (A) the applicable percentage(s) set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the monthly period for which the report is made are in excess of the applicable Monthly Exemption Amount, established for the monthly period, or (B) the applicable percentages set forth in paragraph (c) of this Special Endorsement applied to the gross receipts of the Permittee for the annual period for which the report is made are in excess of the applicable Annual Exemption Amount, established for such annual period, the Permittee shall pay to the Port Authority at the time of rendering the statement an amount equal to the following: with respect to statements for monthly periods and not annual periods, an amount equal to the PA Share of the excess over the applicable Monthly Exemption Amounts, and with respect to statements for annual periods, an amount equal to the PA Share of the excess, over the applicable Annual Exemption Amount, less the total of all percentage rent payments previously made for such annual period. At any time that the Monthly Exemption Amount is decreased by proration hereunder so that there is an excess of gross receipts as to which the percentage rent has not been paid, the same shall be payable to the Port Authority on demand. In the event that, with respect to an annual period, the Permittee has previously made a total of percentage rent payments which is greater than the amount actually due hereunder in percentage rent for such annual period, then such overpayment shall be credited to accrued obligations of the Permittee or, if there be none, then to the next accruing obligations of the Permittee hereunder.

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: <u>first</u>, if the monthly

installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; second, the Permittee shall within fifteen (15) days after the effective date of termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated Annual Exemption Amount(s) established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

(e) Notwithstanding that the percentage rent hereunder are measured by a percentage of gross receipts, no partnership relationship or joint venture between the Port Authority and the Permittee or the Airline is created or intended to be created by this Permit.

5. The Permittee's obligation to pay rent under this Permit (herein called the "Fee Commencement Date") shall commence as of the earliest to occur of July 1 2010, subject to the Permittee's limited right to delay such Fee Commencement Date pursuant to Section 1.02 of the Lease. The Airline shall promptly confirm to the Port Authority and the Permittee in writing the date of delivery of the Space, date of commencement of operations and Fee Commencement Date hereunder.

6. The Permittee shall be required to make a minimum initial capital investment (excluding furniture, fixtures and equipment) to ready the Space for initial occupancy and operations in an amount equal to Two Hundred Dollars ($200) per square foot. Nothing herein shall reduce the Permittee's obligations to comply with the Port Authority's Tenant Alteration and Application process and the Airline's design specifications and standards, nor reduce any obligation of the Permittee under the Sublease to maintain, improve or refurbish the Space during the term of the subletting.

7. Prior to the execution of this Permit by either party hereto the following deletions, additions and substitutions were made in the foregoing Terms and Conditions and Standard Endorsements:

(a) The last three sentences of Section 1 of the foregoing Terms and Conditions were deleted and the following shall be deemed to have been inserted in lieu thereof:

"Notwithstanding any other term or condition hereof, it may be revoked without cause, upon thirty (30) days' written notice to the Permittee which notice must be jointly subscribed by the Port Authority and the Airline; provided, however, that it may be revoked on twenty-four (24) hours' notice by the written notice by the Port Authority without consultation with or concurrence by the Airline if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit. Further, in the event the Port Authority exercises its right to revoke or terminate this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation or termination, including without limitation any re-entry, regaining or resumption of possession, collecting all amounts due to the Port Authority, the restoration of any space which may be used and occupied under this Permit (on failure of the Permittee to have it restored), preparing such space for use by a succeeding permittee, the care and maintenance of such space during any period of non-use of the space, the foregoing to include, without limitation, personnel costs and legal expenses (including but not limited to the cost to the Port Authority of in-house legal services), repairing and altering the space and putting the space in order (such as but not limited to cleaning and decorating the same). Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination."

It is acknowledged and agreed that, in the event the Permittee operates hereunder at more than one concession facility area in the Space, the Port Authority's right to revoke this Permit pursuant to the foregoing proviso may be exercised with respect to the entire Space or any portion thereof. Accordingly, any such revocation by the Port Authority may revoke the permission hereunder with regard to all concession facility areas, or only one or more of such areas, in which latter case the Permittee shall not be relieved of any liabilities or obligations hereunder which relate to the area(s) as to which the permission remains in effect.

(b) The words "without the prior written consent of the Port Authority" shall be deemed inserted after the word "contractor" at the end of the first full sentence following paragraph (d) of Section 2 of the foregoing Terms and Conditions.

(c) The word "written" in the fifth line of Section 4 of the foregoing Terms and Conditions was deleted and the following sentence was added to such Section:

"If the Manager of the Facility notifies the Permittee that any badge, identification or uniform is unacceptable in the sole judgment of the Manager of the Facility, then the Permittee shall upon receipt of such notice cease use of such objectionable badge, identification or uniform, as the case may be, and shall provide acceptable replacement(s) therefor within 30 days thereafter."

(d) Wherever the term "expiration" is used in the Permit, it shall be deemed to mean, unless otherwise provided, the effective date of expiration, revocation or termination.

(e) Paragraph (h) of Section 6 of the foregoing Terms and Conditions shall be deemed deleted in its entirety and the following new paragraph (h) shall be substituted in lieu thereof:

"(a) Without in any manner affecting the obligations of the Airline under the Airline Lease and under this Permit, and notwithstanding the terms and conditions of the Sublease, the Permittee shall make repairs and replacements in, at or about the Space as if it were the Airline under the Airline Lease. In addition, the Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, and the City of New York, from and against (and shall reimburse the Port Authority for its costs and expenses including attorneys' fees and other legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries and for property damages, arising out of a breach or default of any term or provision of this Permit by the Permittee or out of its operations under the Sublease or at the Space or out of the use or occupancy of the Space by the Permittee or others with its consent, or out of any other acts or omissions of the Permittee, its officers, employees, agents, representatives, contractors, members (in their capacity as members of the Permittee if it is a limited liability entity), managers (in their capacity as managers of the Permittee if it is a limited liability entity), partners (if Permittee is a partnership), customers, invitees and other persons who are doing business with the Permittee or who are at the Space or the Terminal with the consent of the Permittee, or out of any other acts or omissions of the Permittee, its officers and employees at the Airport including claims and demands of the City of New York, from which the Port Authority derives its rights in the Airport, for indemnification, arising by operation of law or pursuant to the Basic Lease (as defined in the Airline Lease) whereby the Port Authority has agreed to indemnify the City of New York against claims. However, all acts and omissions of the Permittee shall be deemed to be acts and omissions of the Airline under the Airline Lease and the Airline shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement."

(f) Wherever in this Permit the word "Facility" is used it shall be deemed to mean, as the context requires, Newark Liberty International Airport and/or the Terminal.

(g) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee

and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

(h) The policies referred to in paragraph 5 of the Terms and Conditions shall provide or contain an endorsement providing that:

(i) the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority, and

(ii) the protections afforded the Port Authority thereunder with respect to any claim or action against the Port Authority by the Permittee shall be the same as the protections afforded the Permittee thereunder with respect to any claim or action against the Permittee by a third person as if the Port Authority were the named insured thereunder,

but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

(i) Without limiting the generality of the provisions of paragraph 5 of the Terms and Conditions, the Permittee agrees that notwithstanding the sum stated to be the security deposit to be delivered to the Port Authority upon execution of this Permit, the security amount required hereunder shall at all times during the period of permission be an amount equal to at least three (3) months' Guaranteed Rent in cash or bonds (as described in said Standard Endorsement) or at least twelve (12) months' Guaranteed Rent in the form of a clean irrevocable letter of credit satisfactory to the Port Authority and, accordingly, such amount may change from time to time by notice to the Permittee during such period.

It shall be unnecessary to physically indicate the foregoing additions, deletions and substitutions on the foregoing Terms and Conditions and Standard Endorsements.

(j) The words "and the Airline and its directors, officers, employees, agents and representatives" shall be deemed inserted following the word "representatives" in the second line of the first sentence of Section 6 of the foregoing Terms and Conditions.

9. Without limiting the Permittee's indemnity obligations under this Permit, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended.

10. The following shall be inserted following the second paragraph of Standard Endorsement No. 4.1:

"The Permittee shall comply with the Port Authority Aviation Department's Street Pricing Policy. In connection therewith, the Permittee shall not charge prices to its customers in excess of "Street Prices," which for purposes of this Permit, is defined as follows:

1. If the Permittee conducts a similar business to the business operation permitted under this Permit in an off-airport location(s) in the Greater New York City-Northern New Jersey Metropolitan Area (the "Metro Area"), "Street Prices" shall mean the average price regularly charged by the Permittee for the same or similar item in such Metro Area location;

2. If the Permittee does not conduct a similar business to the business operation permitted under this Permit in the Metro Area, "Street Prices" shall mean the average price regularly charged in the Metro Area by similar retailers for the same or similar item;

3. If neither the Permittee nor other similar retailers sell a particular item in the Metro Area, "Street Prices" shall mean the average price regularly charged by the Permittee or other similar retailers for the same or similar item in any other geographic area, with a reasonable adjustment for any cost of living variance between such area and the Metro Area;

4. The Permittee's breach of the aforesaid Street Pricing Policy shall be deemed a material breach of the Permittee's obligations under this Permit.

5. The Permittee shall post in each sales area (including any temporary sales space) a notice in form and substance satisfactory to the Port Authority notifying the public that the Permittee subscribes to a "Street Pricing Policy," such policy to be clearly visible and unobstructed. If the Permittee charges any price to a customer in excess of the price which would satisfy the "Street Pricing Policy" in violation of its obligations under this Permit, the amount of such excess shall constitute an overcharge which shall, upon demand, by the Port Authority or the Permittee's customer, be promptly refunded to the customer."

11. (a) No greater rights are granted or intended to be granted to the Permittee hereunder than the Airline has the power to grant under the Airline Lease. Nothing herein contained shall be deemed to enlarge or otherwise change the rights granted to the Airline by the Airline Lease and all of the terms, provisions and conditions of the Airline Lease shall be and remain in full force and effect throughout the term of the Sublease and the effective period of the permission granted hereunder.

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Sublease if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. The Sublease is an agreement between the Airline and the Permittee with respect to the various matters set forth therein. Neither this Permit nor anything contained herein shall constitute an agreement between the Port Authority and the Airline that the provisions of the Sublease shall apply and pertain as between the Airline and the Port Authority, it being understood that the terms, provisions, covenants, conditions and agreements of the Airline Lease shall, in all respects, be controlling,

effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this Permit or shall thereafter grant its consent or approval thereto, or that the Port Authority's discretion as to any such consents or approval shall in any way be affected or impaired. The lack of any specific reference in any provisions of the Sublease to Port Authority approval or consent shall not be deemed to imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the Sublease including, but not limited to, those imposing obligations on the Permittee with respect to laws, rules, regulations, taxes, assessments and liens, shall be construed as a submission or admission by the Port Authority that the same could or does lawfully apply to the Port Authority, nor shall the existence of any provision of the Sublease covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Space, title to property and the right to perform services, be deemed to imply or infer that Port Authority consent or approval thereto will be given or that Port Authority discretion with respect thereto will in any way be affected or impaired. References in this paragraph to specific matters and provisions shall not be construed as indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

(d) It is hereby expressly understood that there are differences and inconsistencies between the Sublease, the Airline Lease and this Permit and that as to any such inconsistency or difference the terms of this Permit shall control. No changes or amendments to the Sublease nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing. The Port Authority may at any time and from time to time by notice to the Permittee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Permittee.

(e) Notwithstanding any other provision of this Permit, this Permit and the privileges granted hereunder shall in any event expire, without notice to the Permittee, on the date of expiration or earlier termination of the Airline Lease or the Sublease, provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Notwithstanding anything to the contrary stated in paragraph (f) of Special Endorsement No. 2 to this Permit or anything to the contrary stated in the Sublease, it is understood and agreed that with respect to any storage premises used, occupied or subleased by the Permittee arising out of, relating to, or in connection with the operations permitted hereunder (whether such storage premises use is described, referenced or acknowledged in the Sublease or in a separate written agreement), the Permittee shall pay to the Port Authority fifty percent (50%) of all rent payable under such storage arrangement and the remainder shall be paid by the Permittee to the Airline and, further, in accordance with Special Endorsement No. 2 (b) (iii).

(g) Notwithstanding anything to the contrary stated in the Sublease, the following shall apply and, as applicable, supercede the provisions of the Sublease:

(1) In the event the Sublease is assigned to and assumed by the Port Authority, references in the Sublease to the landlord being reasonable, not unreasonably withholding, delaying or conditioning its consent, and phrases or language of similar import shall not apply to the Port Authority which instead shall be held to the standard that the Port Authority shall not be arbitrary or capricious.

(2) In paragraph 27.29 of the Sublease, entitled "Airport Security", the words "elected officials" in the last sentence of the paragraph shall be deleted.

(3) The following shall not apply to or be of any force or effect as against the Port Authority in the event the Sublease is assigned to an assumed by the Port Authority: (i) the last sentence of Section 19.01(a) of the Sublease inasmuch as the Port Authority shall have no obligation to mitigate damages in the event of a default by the Permittee and (ii) in Section 19.01 (a)(i), the obligation to provide any written notice of a monetary default inasmuch as the Port Authority shall not be obligated to provide written notice of a monetary default under the Sublease or this Permit.

12. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Space for the purpose of inspecting the same, for observing the performance by the Permittee of its obligations under this Permit and for the doing of any act or thing which the Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, the Sublease, or otherwise. Further the Airline shall have the right to enter upon the Space for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

13. The privilege granted hereunder is non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Terminal and/or Airport to another or others, whether by use of this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute or be construed to constitute a violation or breach of the permission herein granted.

14. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of an payment of fees, rents or other moneys in less than the required amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

15. The effective date of this Permit is that date the Permittee commenced the activities permitted by this Permit. The Permittee in executing this Permit represents that the date stated as the "Effective Date" in Item 7 appearing on page 1 of this Permit is the date the Permittee commenced the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced such activities prior to said Effective Date, the effective date of this Permit shall be the date the Permittee commenced the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including, but not limited to, the Permittee's indemnity obligations and obligations to pay fees.

16. The Permittee hereby certifies that its Federal Tax Identification Number is for the purposes of this Special Endorsement.

17. This Permit is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. The Permittee agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreement. Further, the Permittee agrees to comply with the terms and provisions of Schedule G, attached hereto and hereto made a part hereof.

18. (a) General. In connection with its operations at the Airport under this Permit, the Permittee shall serve the public interest by promoting labor harmony, it being acknowledged that strikes, picketing, or boycotts may disrupt the efficient operation of the Terminal. The Permittee recognizes the essential benefit to have continued and full operation of the Airport as a whole and the Terminal as a transportation center. The Permittee shall immediately give oral notice to the Port Authority (to be followed reasonably promptly by written notices and reports) of any and all impending or existing labor-related disruptions and the progress thereof.

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Permittee at the Terminal, or against its operations thereat pursuant to this Permit, which in the opinion of the Port Authority (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(b) Labor peace agreement. The Permittee represents that, prior to or upon entering into this Supplemental Agreement, it has delivered to the Port Authority evidence of a signed labor peace agreement, in the form attached hereto as Exhibit X or, in the event Exhibit X

is inapplicable, then a signed officer's certification to such effect in the required form provided by the Port Authority.

(c) Employee Retention. If the Permittee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Space (the "Predecessor Concession"), the Permittee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Permittee at the Space. The foregoing requirement shall be subject to the Permittee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Permitte shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space. The Port Authority shall have the right to demand from the Permittee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision. In the event the Permittee fails to comply with this provision, the Port Authority have the right at any time during the continuance thereof to take such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

(d) Applicability of Provision. The provisions of this section shall apply to concession operators which employ ten (10) or more persons at the Space.

For the Port Authority

Initialed:

For the Permittee

For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

SPIN PCS, INC., (the "Company") has complied with Board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:
SPIN PCS INC., d/b/a GAGET EXPRESS

BY: _____

DATE: 3/18/11

FOR THE UNION:
[Insert Name of Labor Organization]

BY: _____

DATE: _____

Initialed:

_____
For the Port Authority

_____
For the Permittee

_____
For the Airline

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

In accordance with regulations of the US Department of Transportation 49 CFR Part 23, the Port Authority has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE) program under which qualified firms may have the opportunity to operate an airport business. The Port Authority has established an ACDBE participation goal, as measured by the total estimated annual gross receipts for the overall concession program. The goal is modified from time to time and posted on the Port Authority's website: www.panynj.gov.

The overall ACDBE goal is a key element of the Port Authority's concession program and Concessionaire shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. The Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through joint ventures in which ACDBEs control a distinct portion of the joint venture business and/or purchase of goods and services from ACDBEs. In connection with the aforesaid good faith efforts, as to those matters contracted out by the Concessionaire in its performance of this agreement, the Concessionaire shall use, to the maximum extent feasible and consistent with the Concessionaire's exercise of good business judgment including without limit the consideration of cost competitiveness, a good faith effort to meet the Port Authority's goals. Information regarding specific good faith steps can be found in the Port Authority's ACDBE Program located on its above-referenced website. In addition, the Concessionaire shall keep such records as shall enable the Port Authority to comply with its obligations under 49 CFR Part 23 regarding efforts to offer opportunities to ACDBEs.

Qualification as an ACDBE

To qualify as an ACDBE, the firm must meet the definition set forth below and be certified by the New York State or New Jersey Uniform Certification Program (UCP). The New York State UCP directory is available on-line at www.nysucp.net and the New Jersey UCP at www.njucp.net.

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed $47.78 million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of

part 23 is $750,000.

The ACDBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Port Authority makes a rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged":

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal and Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the Port Authority, as a certifying partner in the New York State and New Jersey UCPs will determine whether the individual is socially or economically disadvantaged under the criteria established by the Federal Government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

Certification of ACDBEs hereunder shall be made by the New York State or New Jersey UCP. If Concessionaire wishes to utilize a firm not listed in the UCP directories but

which the Concessionaire believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 CFR Part 23. All such requests shall be in writing, addressed to Lash Green, Director, Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Contact OBJOcert@panynj.gov for inquiries or assistance.

General

In the event the signatory to this agreement is a Port Authority permittee, the term Concessionaire shall mean the Permittee herein. In the event the signatory to this agreement is a Port Authority lessee, the term Concessionaire shall mean the Lessee herein.

Initialed:

OAC
For the Port Authority

For the Permittee

KG
For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

Spin PCS (Gate Express) (the "Company") has complied with board Resolution "All airports – Labor Harmony Policy" passed October 18, 2007, which stipulates that the Company must sign a Labor Peace Agreement with a labor organization that seeks to represent the Company's employees and that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Company's operations.

FOR THE COMPANY:	FOR THE UNION:
At Newark Liberty International Airport	UNITE HERE
BY:	BY:
DATE: 03/21/11	DATE: 3/23/11