FOI#13084

DARRIN S. SHARIF
COUNCIL MEMBER - CENTRAL WARD
NEWARK, NEW JERSEY 07102

CITY HALL ROOM 304
920 BROAD STREET
NEWARK, NEW JERSEY 07102
(973) 733-5870

March 20, 2012

Daniel D. Duffy, FOI Administrator
The Port Authority of New York and New Jersey
225 Park Avenue South, 17th Floor
New York, NY 10003

Re: Request for Records of the Port Authority of New York & New Jersey

Dear Mr. Duffy:

The following requests are made pursuant to the New Jersey Open Public Records Act, the Freedom of Information Act, the common law right to know and the Port Authority's policies concerning transparency in government. Please provide copies of the following public records:

1. A copy of the Port Authority's Master Plan for Port Newark.

2. A copy of the Port Authority's e-mail retention policy.

3. Listing of all un-leased parcels of land in Port Newark.

4. A listing of all un-leased parcels of land at Newark International Liberty Airport.

5. Copies of all Concessionaire Agreements for companies under contract with Port Authority for services to lease or otherwise rent space on behalf of the Port Authority.

6. Capital Improvements Plan for Port Newark and Newark International Airport for period of January 1, 2012 through December 31,2017.

7. Settlement agreement(s) executed between Port Authority and ASI (also known as American Stevedoring, Inc.) in the last twenty four months regarding litigation filed by or against ASI in the federal courts or state courts of New Jersey or New York.

8. Any lease, license, permit or other agreement executed between the Port Authority and Phoenix Beverage or an entity related to Phoenix Beverage in the last twenty four months.

9. Any lease, license, permit or other agreement executed between the Port Authority and Red Hook Container Terminal or any entity related to Red Hook Container Terminal in the last twenty four months.

10. Any e-mails, correspondence, documents, board memorandums or records exchanged between the Port Authority, ASI or Phoenix Beverage or duly authorized representatives in the last twenty four months.

Darrin S. Sharif, Councilman
Chairman Port Committee

cc: City Council
Mayor Booker

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

March 29, 2013

Darrin S. Sharif
Council Member - Central Ward
City Hall Room 304, 920 Broad Street
Newark, NJ 07102

Re: Freedom of Information Reference No. 13084

Dear Councilman Sharif:

This is a response to your March 20, 2012 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code") for copies of various records related to Newark Liberty International Airport, Port Newark, American Stevedoring, Phoenix Bevergaes and Red Hook Container Terminal.

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/13084-LPA.pdf. Paper copies of the available records are available upon request.

Certain material responsive to your request is exempt from disclosure pursuant to exemptions (1) and (4) 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

Office of the Executive Director

Revised: October 26, 2000

COMPUTING RESOURCES

IV. Retention of Electronically Stored Data

A. E-mail messages are generally of short-term import and should be discarded routinely. E-mail is automatically deleted from a user's mailbox and backup storage 120 days from the date of receipt or creation, without notice.

1. Depending on the content of the message and/or its attachments, it may be desirable to retain the information for longer periods. Such messages or attachments should be stored on local or server drives as necessary.

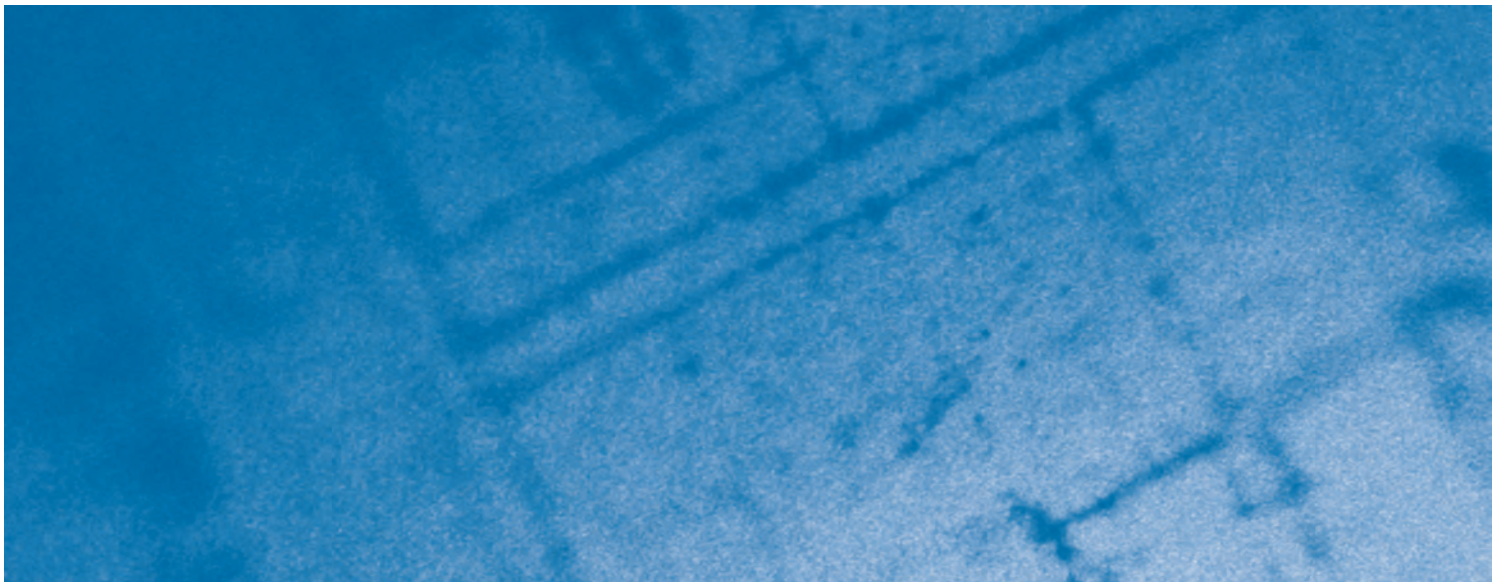
2. As suggested in Par.II.C., depending on the content of the message and/or its attachments, care and consideration should be given as to which documents should be retained based on the appropriate record retention schedules.

B. Users should take appropriate steps to ensure that important Port Authority data other than e-mail is backed up in case of equipment failure. This includes data stored on Port Authority computing resources in the office and, where authorized, at home. Data stored on shared devices which are part of the Port Authority's enterprise wide network system are backed up and retained for a period of time in accordance with standards issued by the Chief Technology Officer.

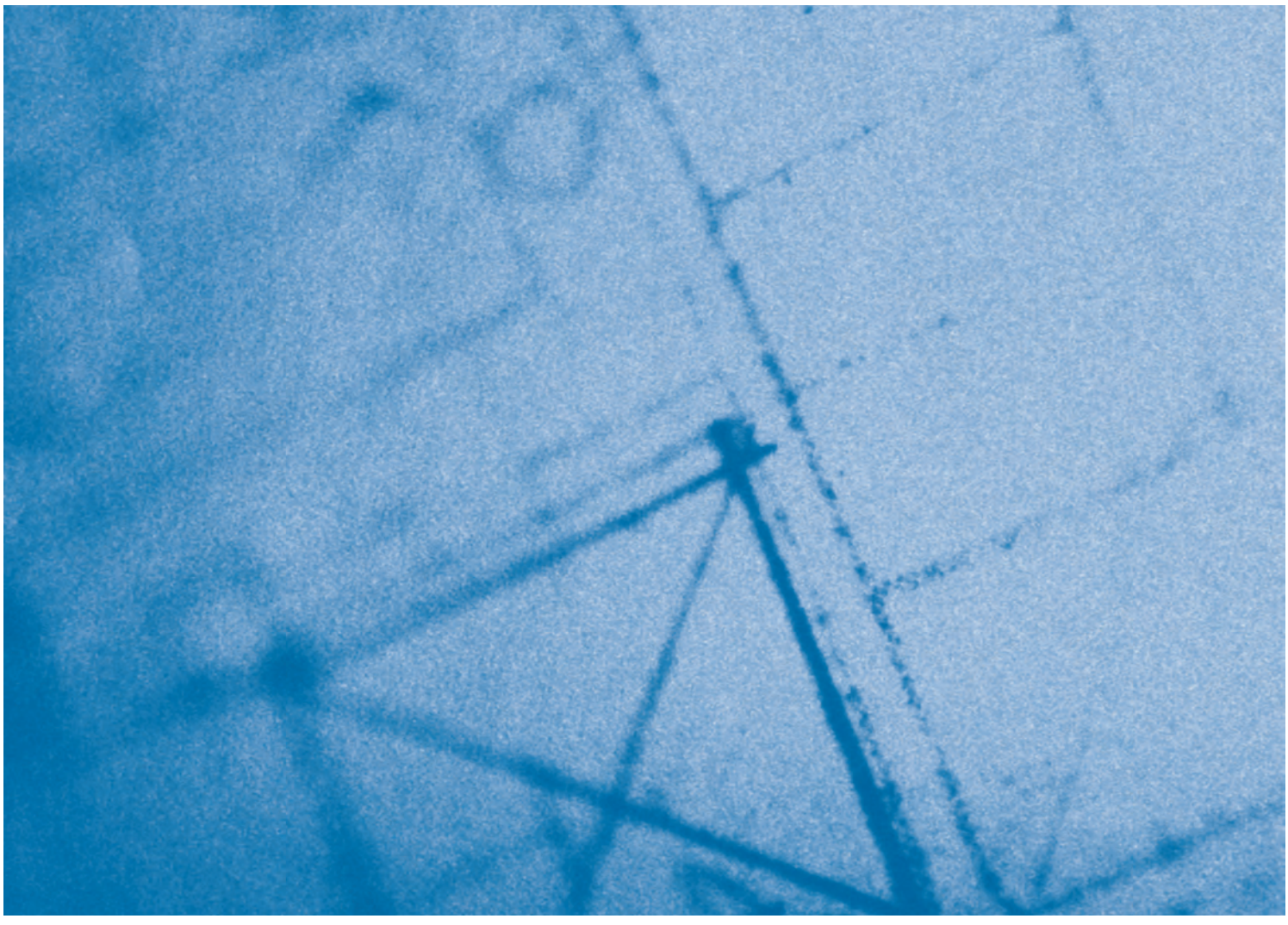
C. Users should also be aware that deletion of an e-mail message or attachments or other data may not automatically delete the message from electronic storage devices. The data may continue to reside in the user's local or network drives, or may be stored in backups of the system.

Un-Leased Property at Port Newark as of 4/2/12

- .8 acres paved open area at the corner of Gilligan and Craneway Street
- .71 acres paved open area at the corner of Gilligan and Navy Street
- .43 acres open area at the corner of Port Street and Distribution Street
- Building 305
- Building 135



Preliminary
2012 Capital Budget



PORT AUTHORITY PRELIMINARY 2012 CAPITAL BUDGET
SUMMARY BY DEPARTMENTS
(In thousands)

	Page		Preliminary 2012 Budget
Aviation	2 - 3	$	452,374
Development	3		2,124
PATH	4		351,463
Port Commerce	4 - 5		345,877
Regional Capital Programs	5		121,342
Tunnels, Bridges & Terminals	6 - 7		625,535
World Trade Center	7		2,001,156
	Total		**3,899,871**
Provision for Efficiency and Phasing			(246,077)
	Grand Total	**$**	**3,653,794**

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
PRELIMINARY 2012 CAPITAL BUDGET
SORTED BY DEPARTMENT, FACILITY AND PROGRAM
(In thousands)

		PRELIMINARY 2012 BUDGET
AVIATION		
CA02-LaGUARDIA AIRPORT		
AERONAUTICAL		$ 23,647
INFRASTRUCTURE		29,013
LANDSIDE		4,478
SECURITY		8,837
TERMINALS		13,223
	CA02-LaGUARDIA AIRPORT	79,198
CA03-JFK AIRPORT		
AERONAUTICAL		63,861
INFRASTRUCTURE		43,572
LANDSIDE		3,847
SECURITY		13,422
TERMINALS		15,190
	CA03-JFK AIRPORT	139,892
CA32-KENNEDY AIRPORT REDEVELOPMENT		
SECURITY		784
TERMINALS		438
	CA32-KENNEDY AIRPORT REDEVELOPMENT	1,222
CA39-JFK AIRTRAIN		
LANDSIDE		2,840
	CA39-JFK AIRTRAIN	2,840
	KENNEDY AIRPORT TOTAL	143,954
CA04-NEWARK AIRPORT		
AERONAUTICAL		51,801
INFRASTRUCTURE		34,294
LANDSIDE		20,928
SECURITY		10,064
TERMINALS		12,451
	CA04-NEWARK LIBERTY AIRPORT	129,538

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
PRELIMINARY 2012 CAPITAL BUDGET
SORTED BY DEPARTMENT, FACILITY AND PROGRAM
(In thousands)

		PRELIMINARY 2012 BUDGET
CA44-NEWARK LIBERTY REDEVELOPMENT		
TERMINALS		43,714
	CA44-NEWARK LIBERTY REDEVELOPMENT	43,714
	NEWARK LIBERTY AIRPORT TOTAL	173,252
CA05-TETERBORO AIRPORT		
AERONAUTICAL		24,637
INFRASTRUCTURE		11,892
SECURITY		1,739
	CA05-TETERBORO AIRPORT	38,268
CA06-STEWART AIRPORT		
AERONAUTICAL		6,760
INFRASTRUCTURE		3,162
LANDSIDE		1,815
PARKING		996
SECURITY		3,144
TERMINALS		1,825
	CA06-STEWART AIRPORT	17,702
	AVIATION TOTAL	452,374
DEVELOPMENT		
CH02-FERRY TRANSPORTATION		
INFRASTRUCTURE		2,124
	CH02-FERRY TRANSPORTATION	2,124
	DEVELOPMENT TOTAL	2,124

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
PRELIMINARY 2012 CAPITAL BUDGET
SORTED BY DEPARTMENT, FACILITY AND PROGRAM
(In thousands)

		PRELIMINARY 2012 BUDGET
PATH		
CR02-PATH		
CARS		51,877
INFRASTRUCTURE		59,797
SECURITY		154
SIGNALS/COMMUNICATIONS		108,312
STATIONS		23,272
TRACKS		15,328
	CR02-PATH	258,740
CR08-PATH SAFETY		
INFRASTRUCTURE		1,013
SECURITY		80,868
SIGNALS/COMMUNICATIONS		1,765
	CR08-PATH SAFETY	83,646
CR21-JOURNAL SQUARE		
INFRASTRUCTURE		5,571
SECURITY		3,506
	CR21-JOURNAL SQUARE	9,077
	PATH TOTAL	**351,463**
PORT COMMERCE		
CP05-PORT NEWARK		
DREDGING		10,000
INFRASTRUCTURE		38,194
INTERMODAL		35,535
ROADWAYS		14,574
SECURITY		1,116
	CP05-PORT NEWARK	99,419
CP08-ELIZABETH PA MARINE TERMINALS		
DREDGING		32,000
INFRASTRUCTURE		3,421
ROADWAYS		16,462
	CP08-ELIZABETH PA MARINE TERMINALS	51,883

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
PRELIMINARY 2012 CAPITAL BUDGET
SORTED BY DEPARTMENT, FACILITY AND PROGRAM
(In thousands)

	PRELIMINARY 2012 BUDGET
CP09-BROOKLYN MARINE TERMINALS	
INFRASTRUCTURE	11,018
SECURITY	1,380
CP09-BROOKLYN MARINE TERMINALS	12,398
CP11-NEW YORK CONTAINER TERMINAL	
DEVELOPMENT	2,365
DREDGING	29,000
INFRASTRUCTURE	4,931
CP11-NEW YORK CONTAINER TERMINAL	36,295
CP16-PORT JERSEY-PORT AUTHORITY MARINE TERMINAL	
DEVELOPMENT	67,550
INFRASTRUCTURE	8,699
INTERMODAL	9,000
ROADWAYS	1,289
SECURITY	848
CP16-PORT JERSEY-PORT AUTHORITY MARINE TERMINAL	87,386
CP17-GREENVILLE YARD/NJNJ RAIL LLC	
REIGIONAL FREIGHT	58,298
CP17-GREENVILLE YARD/NJNJ RAIL LLC	58,298
CP91-RED HOOK TERMINAL	
INFRASTRUCTURE	198
CP91-RED HOOK TERMINAL	198
PORT COMMERCE TOTAL	345,877
REGIONAL CAPITAL PROGRAMS	
REGIONAL CAPITAL PROGRAMS	
REGIONAL CAPITAL PROGRAMS TOTAL	121,342

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
PRELIMINARY 2012 CAPITAL BUDGET
SORTED BY DEPARTMENT, FACILITY AND PROGRAM
(In thousands)

		PRELIMINARY 2012 BUDGET
TUNNELS, BRIDGES & TERMINALS		
CB02-HOLLAND TUNNEL		
INFRASTRUCTURE		23,949
SECURITY		1,307
	CB02-HOLLAND TUNNEL	25,256
CB03-LINCOLN TUNNEL		
BRIDGE		356,300
INFRASTRUCTURE		21,545
ROADWAYS		22,434
SECURITY		1,524
	CB03-LINCOLN TUNNEL	401,802
CB04-GEORGE WASHINGTON BRIDGE		
BRIDGE		45,145
INFRASTRUCTURE		9,747
ROADWAYS		15,454
SECURITY		1,883
	CB04-GEORGE WASHINGTON BRIDGE	72,228
CB06-BAYONNE BRIDGE		
BRIDGE		11,771
INFRASTRUCTURE		3,231
SECURITY		230
	CB06-BAYONNE BRIDGE	15,232
CB07-GOETHALS BRIDGE		
BRIDGE		26,482
INFRASTRUCTURE		10,044
SECURITY		287
	CB07-GOETHALS BRIDGE	36,813
CB08-OUTERBRIDGE CROSSING		
BRIDGE		1,493
INFRASTRUCTURE		5,014
ROADWAYS		451
SECURITY		483
	CB08-OUTERBRIDGE CROSSING	7,440

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
PRELIMINARY 2012 CAPITAL BUDGET
SORTED BY DEPARTMENT, FACILITY AND PROGRAM
(In thousands)

		PRELIMINARY 2012 BUDGET
CB48 - GWB BUS STATION		
BRIDGE		182
INFRASTRUCTURE		34,479
SECURITY		254
	CB48 - GWB BUS STATION	34,916
CT06-PORT AUTHORITY BUS TERMINAL		
INFRASTRUCTURE		26,400
SECURITY		5,447
	CT06-PORT AUTHORITY BUS TERMINAL	31,848
	TUNNELS, BRIDGES & TERMINALS TOTAL	625,535
WORLD TRADE CENTER		
WTC TRANSPORTATION HUB		469,726
WTC VEHICULAR SEC CTR&TOUR BUS PKNG FAC		225,935
WTC MEMORIAL		16,715
WTC SITE COMMON INFRASTRUCTURE		315,752
WTC PROPERTY MANAGEMENT FACILITY		8,857
CORTLANDT STREET STATION		41,100
WTC RETAIL REDEVELOPMENT - PHASE 1		188,624
ONE WTC - MARKETING, LEASING AND BASE BUILDING IMPROVEMENTS		36,371
ONE WTC - CONSTRUCTION		648,076
TOWER 2 STRUCTURE TO GRADE		50,000
	WORLD TRADE CENTER TOTAL TOTAL	2,001,156
	AGENCY SUBTOTAL	3,899,871
PROVISION FOR EFFICIENCY AND PHASING		(246,077)
	CAPITAL PROGRAM TOTAL $	3,653,794

: 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

Dated: As of September 2, 2004

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) Assistant Director

APPROVED:
FORM | TERMS
MG | 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.

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.

"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 (Ex. 1) or 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	2,069
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	607
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-019 :

VIATION 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:** WESTFIELD CONCESSION MANAGEMENT, INC., a Delaware corporation

3. **PERMITTEE'S ADDRESS:** 11601 Wilshire Blvd., 12th Floor, Los Angeles, California 90025

4. **PERMITTEE'S REPRESENTATIVE:** President

5. **PRIVILEGE:** As set forth in Special Endorsement No. 1

6. **FEES:** As set forth in Special Endorsement No. 2

7. **EFFECTIVE DATE:** October 1, 1998

8. **EXPIRATION DATE:** August 31, 2010, subject to earlier termination or revocation as provided in Section 1 of the following Terms and conditions and the Special Endorsements annexed hereto.

9. **ENDORSEMENTS:** 3.1, 6.1, 8.0, 9.1, 9.5, 9.6, 14.1, 16.1, 17.1, 19.3, 21.1, 22, 23.1 and SPECIAL

Dated: As of October 1, 1998

APPROVED:
FORM | TERMS

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) ASSISTANT DIRECTOR

Consented to and agreed as of the 1st day of October, 1998
CONTINENTAL AIRLINES, INC.

By: _____

(Title) Holden Shannon Vice President Corporate Real Estate & Environmental Affairs

WESTFIELD CONCESSION MANAGEMENT, INC.
Permittee

By _____

(Title) President

RICHARD E. GREEN

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 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.

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.

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 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 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

6/29/62

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

8/29/89

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 or privileges are hereby granted to the 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 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.

STANDARD ENDORSEMENT NO. 19.3
PARTICULAR FACILITY
Newark International Airport
3/15/74

(1) The Permittee in its own name as assured shall secure and pay the premium or premiums for those 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) Comprehensive 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 from 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:	$ N/A
(b) Automobile liability insurance.	
(1) Bodily-injury liability: For injury or wrongful death to one person:	$25,000,000.00
For injury or wrongful death to more than one person from any one occurrence:	$25,000,000.00
(2) Property-damage liability: For all damages arising out of injury to or destruction of property in any one occurrence:	$25,000,000.00
(c) Plate and mirror glass insurance, covering all plate and mirror glass in the Space, 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 the property, unless the Space is located in an area as to which the Port Authority itself is 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, 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
7/13/49

(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 Five Hundred Thousand Dollars and No Cents ($500,000.00)

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.

(c) 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 Five Hundred Thousand Dollars and No Cents ($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 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.

SPECIAL ENDORSEMENTS

1. Grant of Privilege. (a) By agreement of lease dated as of January 11, 1985 bearing Port Authority file No. ANA-170 (said agreement of lease, as heretofore amended and extended, 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., and 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. Accordingly, in accordance with the applicable provisions of the Airline Lease, the Airline and the Permittee have entered into an agreement, made as of November 1, 1997 (which agreement is hereinafter called the "Management Agreement"), in the form of a contract to develop, sublease on behalf of and in the name of the Airline, manage and market concession spaces at the Airport Terminal under which the Permittee agreed to develop, lease, manage and market certain concession facilities in the Terminal, including management of other facilities in the Terminal operated by or through CA-One Services, Inc. ("CA One") and including movable carts known as retail merchandising units ("RMU"s). By its terms, the Management Agreement is subject and subordinate to the Airline Lease and the Permittee is obligated under the Management 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 Management Agreement that the Permittee would also enter into this Permit with the Port Authority covering such services. The Port Authority hereby acknowledges that subject to the provisions of subparagraph (h) of this Special Endorsement it consents to the Management Agreement as of October 1, 1998.

(b) From and after the effective date hereof, the Port Authority grants to the Permittee the privilege of managing and administering concession operations in the Terminal in accordance with terms of the Airline's comprehensive plan for consumer services required pursuant to the Airline Lease, as more specifically described in the Management Agreement, and approved by the Port Authority and for no other purpose whatsoever.

(c) The Permittee shall exercise the privilege herein granted only in such space and facilities as the Airline shall designate from time to time 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 location so designated under the Management Agreement is sometimes hereinafter referred to as a "concession area" and all of the concession areas are hereinafter collectively referred to as "the Space". The Permittee acknowledges and agrees that it has not relied on any representations or statement of the Port Authority, its Commissioners, officers, employees or agents as to the condition or the suitability of the Space 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 retail operation in any concession area. 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.

(e) In accordance with the provisions of the Airline Lease and the Management Agreement, but subject to the terms, conditions and provisions of this Permit, the Permittee shall negotiate, on behalf of the Airline as sublandlord, agreements with retail concession operators, including without limitation RMU operators (each such retail concession operator being hereinafter called a "retail operator" and such retail concession operators being hereinafter collectively called the "retail operators") permitting each retail operator to operate a concession area in the Terminal, provided, however, that the proposed retail operator, the sublease or license to be entered into between the proposed retail operator and the Airline, and the annual leasing plan for the Terminal (as referred to in Article IV (J) of the Management 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 or license shall be void *ab initio* and of no force or effect unless and until the proposed retail operator, the Airline and the Port Authority shall have executed an agreement in form and substance provided by the Port Authority. The term "sublease" as used herein shall mean the standard form of retail operating agreement (whether it be a sublease, license agreement or differently identified agreement) to be entered into between the Airline and a third party retail operator, in accordance with this paragraph, which agreement shall have been approved in advance by the Port Authority, and the term "sublease" shall also include any further sub-sublease, franchise agreement or license agreement. Any deviations or modifications of the pre-approved standard form of sublease (as herein defined), with respect to each and every retail operator, shall be identified in a writing to the Port Authority and subject to its approval. Any and all subleases with retail operators shall provide that the Port Authority shall have the right to revoke its agreement with

Management 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 Management 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 Management 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 Management Agreement 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.

No provision of the Management 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 Management Agreement covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction on the space 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 Management Agreement which are not specifically referred to herein.

(h) In the event of conflicts and inconsistencies between the terms of the Management Agreement and the terms of this Permit, the terms of this Permit shall control. 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 Management Agreement to terminate the term of such agreement. No changes or amendments to the Management 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. The privilege granted hereunder is non-exclusive.

(i) Notwithstanding any other provision of this Permit, this Permit and the

privileges granted hereunder shall in any event terminate and expire on the date of expiration or earlier termination of the Management Agreement or on the day preceding the expiration date of the Airline Lease, 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 Airline and the Port Authority as contained elsewhere in this Permit.

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) "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, 1998, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted under this Permit commencing January 1, 1999 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.

(2) "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.

(3) "Semi-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, 1998, both dates inclusive, the six month period commencing January 1, 1999, and each six month period thereafter occurring during each annual period occurring during the effective period of the permission granted under this Permit, 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 semi-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.

(4) "Enplaned Passenger" shall mean any local originating, connecting or through passenger that boards a flight at the Terminal, excluding passengers who disembark and reboard for the purpose of continuing their journey on the same aircraft with the same flight number.

(5) "Gross Receipts" shall mean and include all monies paid or payable to each and every retail operator and food and beverage operator for sales made and services rendered at or from each concession area regardless of when or where the order therefor is received, and outside the concession area if the order is received at the concession area, and any other revenues of any type arising out of or in connection with the retail operators' and food and beverage operators' operations at the Terminal, provided, however, that the following shall be excluded from Gross Receipts: (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 retail operator; (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 retail operator'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 retail operator 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 retail operator 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 given by retail operator on sales of merchandise or services to employees of Airport airline lessees, other individuals employed at the Airport, and including retail operator's employees, if separately stated, and limited in amount to not more than one percent (1%) of retail operator's Gross Receipts per lease month for discounts given to retail operators' employees; (g) any gratuities paid or given by patrons or customers to employees of the retail operator 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 retail operator (where such exchange is made solely for the convenient operation of the business of retail operator and not for purposes of consummating a sale which has theretofore been made in or from the concession area and/or for the purpose of depriving the Airline of the benefit of a sale which otherwise would be made in or from the concession area); (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 concession area pursuant to retail operator's record keeping system; and (j) the sale or transfer in bulk of the inventory of retail operator to a purchaser of all or substantially all of the assets of retail operator in a transaction not in the ordinary course of retail operator's business.

For the purpose of determining the percentage rentals and percentage fees payable by retail operators 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 retail operator by its sub-tenants, franchisees or licensees in connection with their operations (including all monies, payments, or fees described in the applicable franchise or license agreement between the retail operator 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 retail operator, shall be included in the Gross Receipts of the retail operator and shall be subject to the percentage rental and percentage fee set forth in the applicable sublease. In the event of any difference between the definition of Gross Receipts (or gross revenues) in the Management Agreement and the definition of Gross Receipts in this Permit, the definition of Gross Receipts set forth in this Permit shall control.

(6) "Airline Annual Fixed Fee Amount" shall have the meaning described in Special Endorsement 4 hereof, shall be an amount calculated for and during each annual period occurring during the period of the permission granted under this Permit, and shall be an amount based upon the actual number of Enplaned Passengers boarding at the Terminal during each such annual period.

(7) "Permittee Fee Commencement Date" shall mean November 1, 1997.

(8) "Permittee Fees" shall mean the fees to be paid to the Permittee for its services to develop, lease, manage and market concession operations at the Terminal pursuant to the Management Agreement, calculated as set forth below in this subparagraph. For purposes of calculating Permittee Fees, the Gross Receipts of retail operators upon which the Permittee Fees are based shall exclude those Gross Receipts of any and all retail operators which are in monetary default (to the extent, proportionately, of such default, if a partial default) under its or their subleases(s) and for such period of time that same are in monetary default, i.e., on a monthly basis, excluded for the applicable month(s) to which the monetary default relates (to the extent, proportionately, of such default, if a partial default) and, on an annual basis, excluded for the annual period in which the monetary default occurs (to the extent, proportionately, of such default, if a partial default), provided, however, that the Gross Receipts of a defaulting retail operator which were previously excluded for purposes of calculating Permittee Fees shall be included in retail operator Gross Receipts in the applicable month(s) and annual period(s) in which the default is cured by collection of the delinquent amounts due from such retail operator. In the event a concession operator's default is partial and not total, all monies received from the concession operator shall be applied first by the Permittee to minimum rent, then to percentage rent and thereafter to all other charges due under the applicable sublease (e.g., Joint Marketing Fund contributions and Maintenance Support Reimbursement Charges).

SPECIAL ENDORSEMENTS

For its services, as aforesaid, commencing as of the Permittee Fee Commencement Date and thereafter for each annual period during the period of permission hereunder, the Permittee shall receive the sum of the following:

(i) one percent (1%) of all retail operator Gross Receipts generated in the Terminal which are not in excess of $38,000,000.00 (excluding Gross Receipts of RMU operators); and

(ii) one and three-quarters percent (1.75%) of all retail operator Gross Receipts generated in the Terminal which are in excess of $38,000,000 but not in excess of $56,500,000.00 (excluding Gross Receipts of RMU operators) ; and

(iii) four percent (4%) of all retail operator Gross Receipts generated in the Terminal which are in excess of $56,500,000.00 (excluding Gross Receipts of RMU operators); and

(iv) fifty percent (50%) of the aggregate basic and percentage rent received from RMU operators in the Terminal, it being agreed that the Airline and the Permittee shall require every RMU operator to be obligated to pay minimum rent and percentage rent (if any), for each annual period, such rent to be equal to no less than fifteen percent (15%) of the Gross Receipts of such RMU operator.

Permittee Fees shall be calculated on a monthly basis in accordance with the foregoing clauses (i) through (iv) which set forth the Permittee Fee on an annual period basis. For purposes of this Permit, the rentals and other payments out of which the Permittee Fees are paid as herein provided, taking into account the aforementioned Gross Receipts exclusions (of retail operators, including RMU operators, in monetary default), are sometimes hereinafter referred to as "Gross Rent-Based Revenues". Permittee Fees shall be paid commencing as of the first day of the first month following the Permittee Fee Commencement Date. From and after the Effective Date of this Permit, for each monthly period during the effective period of permission hereunder, the Permittee shall be entitled to reduce the Gross Rent-Based Revenues by the amount to which it is entitled in Permittee Fees for said monthly period and the resulting amount (sometimes hereinafter referred to as "Net Rent-Based Revenues") shall be remitted to the Airline (the "Airline Share") and the Port Authority (the "PA Share"), provided, however, that notwithstanding anything to the contrary stated or implied in this sentence or elsewhere in this Permit the Permittee shall set aside and pay to the Port Authority funds from Gross Rent-Based Revenues equal to the full amount of the Airline Annual Guaranteed Fee

Amount (as defined in Special Endorsement No. 4 herein) owed to the Port Authority out of any rentals and fees received from concession operators, 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 (A) Permittee Fees, including but not limited to Permittee Fees earned between the Permittee Fee Commencement Date and the Effective Date of this Permit and (B)Approved Excess Maximum Contribution (as defined in Special Endorsement No. 15 herein) .

Subject to the provisions of the preceding paragraph requiring a prior set-aside equal to the amount of the Airline Annual Guaranteed Fee Amount owed to the Port Authority, the Port Authority's share (as hereafter defined) of any Permittee Fees due to the Permittee for the period from the Permittee Fee Commencement Date to the Effective Date of the Permit shall be retained by and thereby deemed paid to the Permittee in five (5) equal monthly installments commencing October 1, 1998 by deduction from the PA Share of the Net Rent-Based Revenues commencing with said monthly period. The Port Authority's share of the Permittee Fees for the period from the Permittee Fee Commencement Date to the Effective Date shall be an amount equal to the Permittee's Fee for such period multiplied by a fraction the numerator of which is the Port Authority share of concessions fees and rentals for such period and the denominator of which is the total concessions fees and rentals for such period.

(b) In consideration of the privileges granted hereunder and the rights contained in the Management Agreement, 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. Gross Rent-Based Revenues, referred to in paragraph (a)(8) of this Special Endorsement, shall include any and all rent (whether referred to in the applicable sublease as guaranteed rent, basic rent or otherwise) and percentage rent received by the Permittee from all concession operators and, in addition, all 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 Permittee, as applicable, it being understood that concession operators may not be charged in excess of the Airline's actual costs for utility services) received which are not included in rent and percentage rent as aforesaid (including but not limited to items of additional rent such as rent for storage premises), but excluding payments made to the Permittee by concession operators as utility payments (as aforesaid), contributions to the Joint Marketing Fund (as defined in the Management Agreement), and a Maintenance Support Reimbursement Charge (as defined in the Management Agreement). Each of the three above-listed, excluded payments shall represent actual costs incurred, i.e., pass-through amounts. The amount of the Airline Share and the PA Share of such payments or remittances shall be in accordance with the consumer services provisions of the Airline Lease.

(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 other portion of any 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 concession operators under each sublease during any annual period which is less than 365 days, any dollar limitation amounts used for purposes of determining applicable rates of percentage rentals payable under such subleases shall be subject to proration 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 prorated dollar limitation amounts and any additional amounts due hereunder on account of such recalculation shall promptly be made by the Permittee.

(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 and on the 10th day of each and every month thereafter for the preceding 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. Such monthly payment shall relate to concession 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 concession operators' percentage rent for the immediately preceding monthly period (together with any arrearages collected from concession operators through the 1st day of the then-current month). On the 30th day of the first full month following the Effective Date and on the 30th date 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 necessary to account for all percentage rent), the Permittee shall render to the Airline and the Port Authority statements signed by a responsible officer showing the Gross Receipts of each and every retail operator including, without limitation, Gross Receipts of RMU operators (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) arising from their operations in

the Terminal in the preceding month and specifying each component of Gross Rent-Based Revenues received from each of them (e.g., guaranteed rent (for the month covered by the statement), percentage rent (for the month preceding the month covered by the statement), additional rent, rent from RMU operators), 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 rental 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 certified statements as required under Article VIII (F) of the Management Agreement, the amount of all fees retained by the Permittee as Permittee Fees with regard to the applicable month, the resulting Net Rent-Based Revenues, the amount representing reimbursement for any Approved Excess Maximum Contribution (as herein defined), and the amount paid to the Airline and the Port Authority for the Airline Share and the PA Share for such month.

3. Permittee as Fiduciary. The Permittee agrees that the Gross Rent-Based Revenues payable under the subleases are deemed to be trust funds during any period the same are in the possession of the Permittee and are to be treated by the Permittee as trust funds, insofar as such sums constitute fees due and owing to the Port Authority and the Airline pursuant to this Permit and the Management Agreement, respectively. The Permittee further agrees that in collecting such sums from the concession operators (including, but not limited to, CA One), the Permittee is acting as a trustee and an agent for and on behalf of the Port Authority and the Airline, which entities shall have title to such sums, for the sole purpose of remitting such sums to the Port Authority and the Airline as herein provided.

4. Airline Annual Guaranteed Fee Amount.

(a) In addition to the payments due from the Permittee hereunder, and notwithstanding the operators' direct obligation to pay rentals and fees for the benefit of the Airline and the Port Authority under subleases with the Airline and agreements with the Port Authority at the Terminal, the Airline shall guaranty payment to the Port Authority for each annual period (whether referred to in the Management Agreement as an annual period, contract year or otherwise) of a sum equivalent to the product obtained by multiplying the actual number of Enplaned Passengers boarding at the Terminal by (a) fourteen cents ($0.14) during the Phasing Stage (as defined in the Management Agreement) and (b) nineteen cents ($0.19) from and after the commencement of the Management Stage (as defined in the Management Agreement) during the relevant annual period, such sum being hereinafter called the "Airline Annual Guaranteed Fee Amount".

(b) For each and every annual period, if and to the extent that the amount 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. Without limiting the generality of the provisions of this Permit, the parties acknowledge the continuing obligation of CA One to pay a minimum annual guarantee rental (hereinafter the "CA One Guaranty") which, during the period of this Permit, shall be paid to the Permittee for the benefit of the Airline and the Port Authority, and remitted to the Airline and the Port Authority in the percentages set forth in the agreement between CA One and the Port Authority identified as Port Authority Permit No. ANA-374, applicable to food-and-beverage and non-food-and-beverage operations. 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 showing (A) 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 concession operator, and for each component of Gross Rent-Based Revenues by type of rent), (B) the rentals and fees received from CA One from the commencement of the annual period for which the report is made through the last day of the preceding month as well as the amount due as the CA One Guaranty, (C) the amount of the Airline Share and PA Share remitted through said date, (D) the calculation of the Airline Annual Guaranteed Fee Amount, (E) the calculation of the shortfall described herein and (F) the amount thereby due by the Airline. The Airline's obligation to pay an Airline Annual Guaranteed Fee Amount shall survive any revocation or early termination of this Permit with the Permittee.

(c) Upon any termination or revocation of the period of the permission granted hereunder (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.

(d) Notwithstanding anything to the contrary stated herein, including the provisions of paragraph (b) of this Special Endorsement, for each semi-annual period, the Airline shall pay to the Port Authority interim payments of the Airline Annual Guaranteed Fee Amount. Such payments shall be made by the Airline by the 20th day following the end of each semi-annual period, except the last semi-annual period of an annual period. Such payments shall be in an amount equal to the excess, if any, of the Airline Annual Guaranteed Fee Amount over the

amounts previously received by the Port Authority under clauses (i) and (ii) of paragraph (b) of this Special Endorsement during the prior semi-annual period in that annual period. Following the end of each annual period during the term of this Permit, or its expiration or termination, the payment of the Airline Annual Guaranteed Fee Amount for such annual period shall take into consideration interim payments, if any, made by the Airline for semi-annual periods during such annual period.

(e) Prior to the first day of the first semi-annual period and prior to the first day of each semi-annual period thereafter occurring during the effective period of the permission granted under this Permit, the Airline shall simultaneously provide the Permittee and the Port Authority, respectively, with a statement, certified to by a responsible officer of the Airline, of the estimated number of Enplaned Passengers for each month in the annual period for which the statement is submitted and, for purposes of applying such estimates, estimates shall not be less than the actual number of Enplaned Passengers boarding at the Terminal during the comparable time period during the immediately preceding annual period then ended. 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 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 deposit with the Port Authority (and shall keep deposited throughout the effective period of the permission under this Permit) the sum set forth in Standard Endorsement No. 23.1 to this Permit, or a clean irrevocable letter of credit for such sum as set forth in paragraph (b) of said Standard Endorsement, all in accordance with the terms and provisions of said Standard Endorsement.

(b) 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 months of the average monthly PA Share, based upon the immediately preceding annual period, due to the Port Authority from all concession operators at the Terminal based on their Gross Receipts. Notwithstanding the foregoing, the Permittee's security deposit shall at no time be less than Five Hundred Thousand Dollars and No Cents ($500,000.00). The amount of the Permittee's security deposit shall 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, to the security deposit which it shall require in accordance with the foregoing. The Permittee, thereafter, shall within ten (10) days thereafter provide the Port Authority with such additional deposit, in accordance with Standard Endorsement No. 23.1 to this Permit.

SPECIAL ENDORSEMENTS

6. Termination Without Cause by Port Authority; Permittee's Unamortized Capital Investment.

(a) 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 Management Agreement, this Permit or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all of any portion of any amount of either the Permittee's or any retail operator's capital investment in the 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 a retail operator, upon termination of a sublease or the Management Agreement, or upon revocation of this Permit with or without cause, of any amount of the Permittee's unamortized capital investment in 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 retail operator to pay, subsidize or finance said unamortized capital investment.

(b) In the event that the Port Authority revokes this Permit without cause, the Port Authority's obligation to the Permittee shall be strictly limited to the obligation to pay to the Permittee an amount equal to the lesser of (a) $1,050,000.00 and (b) the Permittee's unamortized capital investment (as defined in this paragraph) during the Phasing Stage (as originally defined in the Management Agreement) in connection with redevelopment of certain Terminal improvements to accommodate new subtenants and re-demising certain existing space at the Terminal, all pursuant to and in accordance with paragraph N of Article V of the Management Agreement. After the date of the notice of revocation, and on the condition that the Port Authority receives or has theretofore received from the Permittee, and is satisfied with, the documentation in support of the Permittee's unamortized capital investment in the form required to be maintained and furnished as provided in paragraph (c) of this Special Endorsement, the Port Authority shall pay to the Permittee the amount due to it under this paragraph within one hundred eighty (180) days after the date that the aforestated condition is satisfied. During the course of such 180 days, the Port Authority may review such documentation, inspect such relevant books and records and perform such audit as the Port Authority deems necessary in order to calculate the correct amount of payment due to the Permittee. For purposes of this paragraph, the Permittee's unamortized capital investment shall mean (i) the amount of the Permittee's initial contribution under paragraph N of Article V of the Management Agreement and (ii) an amount up to $150,000 for architectural and engineering costs associated with the contribution described in clause (i) above, after deducting therefrom an amount equivalent to an allowance for depreciation and amortization. Such allowance will be computed on a straight-line basis over a period commencing with the termination date of the Phasing Period and terminating on the date which is the earlier of (x) the original term of the Management Agreement (excluding extension, renewal, option periods and the like) and (y) the useful life of the investment. Under

no circumstances shall the Permittee's unamortized capital investment include any cost associated with RMU's or the Permittee's RMU program at the Terminal.

(c) The foregoing computation to be made shall take into consideration the effect of accelerated amortization, if any, granted to or taken by the Permittee on its books or otherwise under the provisions of Section 168(a) of Title 26 USCA or similar legislation hereafter enacted. For purposes of this paragraph, such investment in the Space at the Terminal shall be equal to the sum of (1) the amounts paid by it to independent contractors for work actually performed and labor and materials actually furnished in connection with the initial construction described under paragraph N of Article V of the Management Agreement, and (2) the payments made (to independent contractors) and expenses incurred by the Permittee (and paid to independent contractors) in connection with such construction, for engineering, architectural, professional and consulting services and the supervision of construction up to $150,000.00. In each case, the above-mentioned amounts, payments and expenses shall be evidenced by a certificate(s) of a responsible fiscal officer of the Permittee and delivered to the Port Authority within ninety (90) days after the completion of the aforedescribed Permittee's investment. Such certificates shall (i) set forth, in reasonable detail, the amounts paid to specified independent contractors and the payments made to other specified persons, (ii) have attached thereto reproduction copies or duplicate originals of the invoices of such independent contractors and other persons acknowledging the receipt by them of such amounts and payments (or such invoices plus cancelled checks evidencing such amounts and payments in instances where invoices do not contain the independent contractor's or other person's acknowledgment of receipt) and (iii) certify that the amounts, payments and expenses therein set forth constitute portions of the Permittee's capital investment pursuant to paragraph N of Article V of the Management Agreement and in accordance with this paragraph, provided, however, that if the engineering, architectural, professional and other services described in clause (2) of this paragraph are solely provided by the employees of the Permittee or of its affiliates then the Permittee's certificate(s) shall certify to the same and, in reliance on such certification, the Port Authority shall assign a $150,000.00 value to such services, in which case the Permittee shall not be required to provide the invoices and evidence of payment substantiating such $150,000.00 which otherwise would be required if such services had been provided by independent contractors. No amount shall be eligible for inclusion as part of the Permittee's unamortized capital investment unless the physical item to which it relates actually has been incorporated in the Space and title to which shall have passed to the Port Authority or the City of Newark.

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

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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. 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 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; 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 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 Space 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 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 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 twenty (20) days after receipt of 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 twenty (20) days after receipt of 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 Management Agreement, such termination of the Management 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 Article 1 and any other applicable provisions of the Management Agreement in the event it terminates such agreement without cause.

(b) The second sentence of Section 2 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 services in order to fulfill the Permittee's responsibilities to provide cleaning, maintenance, operating the loading dock and escort delivery services at the Terminal."

(c) Section 3 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 concession operators' rentals and other payments for the benefit of the Airline and the Port Authority, as set forth in this Permit."

(d) Section 4 of the foregoing Terms and Conditions shall be deemed amended as follows:

(i) In lines 1 and 11, 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 7, the words "and uniforms" shall be deleted.

(iv) In line 12, the word "reasonably" shall be inserted after the word "steps" and before the word "necessary".

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(e) Section 5 of the foregoing Terms and Conditions shall be amended as follows:

(i) In line 6 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 5 following the word "Facility" was deleted.

(f) That portion of Section 6 of the foregoing Terms and Conditions following the word "hereunder" was deleted.

(g) The second sentence of the first paragraph of Section 8 and the second paragraph of Section 8 of the foregoing Terms and Conditions were deleted, and the words "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 11 of the foregoing Terms and Conditions was deleted and the following shall be deemed to have been inserted therefor:

"11. 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 Facility outside the premises leased to the Airline pursuant to the Airline Lease."

(i) Section 14 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 16 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.

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(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".

(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 Management 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."

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(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) Standard Endorsement No. 23.1 shall be deemed amended as follows:

(i) On line 15 of page 2 of such Standard Endorsement, the words "two (2)" shall be deemed to be replaced with the words "ten (10").

(ii) On line 22 of page 2 of such Standard Endorsement, there shall be inserted, after the word "default", the phrase "(after the expiration of applicable notice and cure periods, if any, required to constitute such default)".

(iii) Paragraph (c) of page 3 of such Standard Endorsement shall be re-lettered paragraph (b).

(iv) In re-lettered paragraph (b) on page 3 thereof, in line 5 after the words "and" there shall be inserted the words "authorized to do business in and having an office", and the words "its main" on line 6 of such paragraph shall be deleted.

(v) In re-lettered paragraph (b) on page 3 thereof, at the end of the fifth sentence after the word "Permittee" and before the "." there shall be added the following proviso:

"provided, however, the Permittee shall be entitled to deliver to the Port

Authority a substitute form of security in the full amount specified herein, pursuant to the terms and provisions of paragraph (a) of this Standard Endorsement, within ten (10) days after the banking institution fails to make any such payment; and, upon delivery to the Port Authority of such substitute form of security the banking institution's failure shall not be deemed to be a breach of this Permit on the part of the Permittee"

(vi) In the last sentence of re-lettered paragraph (b) on page 3 thereof, the words "two(2)" shall be deleted and replaced with the words "ten (10)".

(vii) A new paragraph (c) shall be inserted as follows:

"(c) Notwithstanding any of the terms or provisions of this Standard Endorsement No. 23.1, the security being provided hereunder by the Permittee shall be applied only to 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 relating to the Permittee's payment obligations to the Port Authority."

(w) Wherever in this Permit the words "Terminal", "Airport", or "Facility" are used, it shall be deemed to mean, as the context requires, Newark International Airport as defined in Standard Endorsement No. 19.3 annexed to this Permit and/or Passenger Terminal Building C 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 Airport (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 records and books of account of the Permittee 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 March of each annual period following the effective date of this Permit a statement of all Gross Receipts, on a retail operator-by-retail operator basis and for the Terminal as a whole, and specifying the guaranteed rent, percentage rent and other fees and charges received from each retail operator, from the date of the

commencement of the preceding annual period through the end of such annual period, together with copies of the retail operators' Annual Certified Statements (as defined in the Management Agreement) with respect to such annual period, as well as the Gross Rent-Based Revenues (on a retail operator-by-retail operator basis and for the Terminal as a whole), the Net Rent-Based Revenues, 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 books and records within the time period stated above (time being of the essence in connection with such time period and, in addition, such provided books and 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 the Permit payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

9. Indemnity. Without limiting the Permittee's indemnity obligations under this Agreement, 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 Space pursuant to the Management 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 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 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 Space pursuant to the Management 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 Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, (hereinafter sometimes called "the Basic Lease"), 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 page 242, et seq.

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 retail operators in accordance with the terms and provisions of the Airline Lease.

11. 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 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 Port Authority may be obligated or have the right to do under this Permit or the Airline Lease, or otherwise.

12. Permittee Responsibilities with Respect to the Space. (a) Without limiting the generality of any term or provision of this Permit or the Standard Endorsements annexed thereto,

the Permittee shall at all times keep the Permittee's fixtures, equipment and personal property in a clean and orderly condition and appearance. 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.

(b) The Permittee shall not install any equipment, improvements or fixtures in the Space 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 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.

13. 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.

14. 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 Space 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 Space 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 management 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 concession 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 concession 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.

(d) The Airline 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 retail operator.

15. Permittee's Approved Excess Maximum Contribution. Upon the prior written consent of both the Airline and the Port Authority, the Permittee may undertake building improvements in and at the Terminal during the Phasing Stage under the Management Agreement, independent of the Permittee's required contribution and in excess of its required maximum contribution, of up to Nine Hundred Thousand Dollars ($900,000.00)(hereinafter referred to as the "Approved Excess Maximum Contribution"). The Permittee shall request such reimbursement only after full completion of the subject building improvements and by one complete submission to each of the Airline and the Port Authority of all substantiating documentation (e.g., as to costs actually incurred therefor and as to conformance with the project as previously approved through the Port Authority's TAA process). The Permittee may be reimbursed for the Approved Excess Maximum Contribution, plus interest at the prime rate in effect at the time the reimbursement period commences, over a period not to exceed the initial three (3) year period of the Management Stage, such reimbursement to be made in equal, consecutive monthly installments. In the event the Management Agreement has not been terminated or this Permit has not been revoked and the "Minimum Annual Guaranteed Rent" and "Percentage Rent" of concession operators are not sufficient to completely reimburse the Permittee during such three (3) year period, then the period will be extended until such time as the Permittee has been completely reimbursed from the "Minimum Annual Guaranteed Rent" and "Percentage Rent" of concession operators. The duration of the reimbursement period and, accordingly, the number of installments to be made shall be mutually agreed upon among the Permittee, the Airline and the Port Authority. Reimbursement by the Permittee shall be payable solely from the minimum annual guaranteed rent and percentage rent components of the Gross Rent-Based Revenues received by the Permittee from Terminal concession operators. In the event the Management Agreement is terminated by the Airline without cause, or this Permit is revoked by the Port Authority without cause, and pursuant to Article I(B) thereof (or any other provision of the Management Agreement) the Permittee is entitled to receive continued reimbursement from the Airline, any and all such reimbursement shall be made solely by the Airline, from the Airline Share or from other Airline funds, but in all events not from the PA Share.

Notwithstanding anything to the contrary stated in this Special Endorsement, reimbursement of the Approved Excess Maximum Contribution may commence only after the Port Authority and the Airline have confirmed to their satisfaction that the substantiation documentation is acceptable, pursuant to the following procedure. The Port Authority shall review the Permittee's one-time submission within sixty (60) days of its receipt and shall advise the Permittee in writing on or before the expiration of said period the extent to which the submission is approved, incomplete or unacceptable. If incomplete or unacceptable, the Permittee thereafter shall provide whatever additional documentation or information is requested by the Port Authority and the Port Authority shall review same within thirty (30) days of its receipt. This thirty (30) day review process shall continue until the Port Authority and the Airline are fully satisfied with the Permittee's submission. However, reimbursement may commence after the initial 60-day period described in this paragraph to the extent of the dollar amount of the Approved Excess Maximum Contribution found to be complete and acceptable to the Port Authority and the Airline. Reimbursement of any balance shall occur only after the Port Authority and the Airline have provided written notice of its satisfaction with outstanding items to which such balance relates. The Airline shall review the Permittee's submissions within the same time periods as are applicable to the Port Authority. All reimbursements are subject to financial audits by the Airline and the Port Authority, which shall be conducted within six (6) years of the relevant Permittee submission. Any overpayment resulting from such audits shall be refunded by the Permittee upon demand to Continental and the Port Authority, as applicable.

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. Interpretation. (a) No greater rights are granted or intended to be granted to the Permittee hereunder with respect to the Space 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.

AED

For the Port Authority

Initialled:

Holden Shannon
Vice President
Corporate Real Estate
& Environmental Affairs

For the Airline

RG

For the Permittee

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-019
Supplement No. 1
Facility: Newark International Airport

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, dated as of July 1, 1999, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called the "Port Authority") and WESTFIELD CONCESSION MANAGEMENT, INC. (hereinafter called the "Permittee"),

WITNESSETH, That:

WHEREAS, the Port Authority and the Permittee, as of October 1, 1998, entered into a permit agreement bearing Port Authority Permit No. ANB-019 (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 Continental Airlines, Inc. (hereinafter called the "Airline") and granting certain permission to develop, sublease on behalf of and in the name of the Airline, manage and market concession spaces at Passenger Terminal Building C (hereinafter called the "Terminal") at Newark International Airport (hereinafter called the "Airport") as therein set forth; and

WHEREAS, the parties desire to amend the Permit in certain respects as hereinafter set forth with regard to retail merchandising units (hereinafter called "RMU's") and the licensing and operation thereof in certain portions of the Terminal;

NOW, THEREFORE, the Port Authority and the Permittee hereby agree, effective as of July 1, 1999, as follows:

1. Special Endorsement No. 18 shall be and be deemed added to the Permit which shall read in its entirety as follows:

"18. (a) Without limiting the generality of the paragraph (f) of Special Endorsement No. 1 to this Permit, with respect only and strictly to the RMU operators at the Terminal, all RMU operator security deposits shall be made payable and delivered to, and held by, the Permittee, for the benefit of all of the Permittee, the Port Authority and the Airline as more fully described in this paragraph, and agreements entered into between the Airline and an RMU operator shall provide the same with regard to the RMU's operator's security deposit, if any, required. Such agreement between the Airline and an RMU operator shall be a temporary revocable license agreement (hereinafter called the "License Agreement") in the form attached hereto as Exhibit A and made a part hereof, entitled "Specialty Retail Program Temporary Revocable License".

In the event of a termination or revocation for cause of an RMU operator's License Agreement, or a termination or revocation of the permit (or any alternative type of consent agreement) between the Port Authority and the RMU operator, the security deposit shall be promptly distributed by the Permittee among the Permittee, the Port Authority and the Airline in the following proportions: fifty percent (50%) to the Permittee, twenty-five percent (25%) to the Port Authority and twenty-five percent (25%) to the Airline, it being acknowledged that the amount of such proportionate payment may be insufficient to satisfy in full the unpaid claims and demands (including estimated damages) of the respective party.

In the event of a termination or revocation without cause of an RMU operator's License Agreement by the Airline (including, but not limited to, termination or revocation by the Permittee on behalf of the Airline), or a termination or revocation without cause by the Port Authority of the permit (or any alternative type of consent agreement) between the Port Authority and the RMU operator, the full amount of the RMU operator's security deposit shall be returned to the RMU operator by the Permittee promptly after the effective date of such termination or revocation, less the amount of any arrearages or other sums due and owing by the RMU operator, in accordance with the terms and provisions of the RMU operator License Agreement.

Except as expressly stated in this paragraph, the provisions of paragraph (f) of Special Endorsement No. 1 to the Permit shall remain unchanged.

(b) In connection with the RMU operator License Agreement, the Airline represents to the Port Authority and the Permittee that the Permittee is hereby authorized and empowered as attorney-in-fact for and on behalf of the Airline to negotiate, enter into, execute and deliver License Agreements with RMU operators, as contemplated by the Management Agreement, this Permit and Exhibit A to this Permit, and to consent and

agree to the privilege permits required to be entered into between the Port Authority and RMU operators. The foregoing appointment of the Permittee as attorney-in-fact shall remain effective until the earliest to occur of (1) the receipt by both the Permittee and the Port Authority of a written revocation of such appointment as attorney-in-fact from the Airline, (2) the expiration or termination of the Management Agreement and (3) the revocation, expiration or termination of this Permit. The Port Authority shall be entitled to rely on the authority and power of the Permittee as described in this paragraph for all purposes relating to such License Agreements and, without limiting the generality of the foregoing, with regard to clause (b)(1) herein the Port Authority shall be entitled to rely on the Permittee as attorney-in-fact for the Airline until actual receipt by the Port Authority of the said written revocation and with regard to a termination under clause (b)(2) herein the Port Authority shall be entitled to rely on the Permittee as attorney-in-fact for the Airline until its actual receipt of written notice from the Airline to the effect that the Management Agreement has been terminated.

(c) In implementing the RMU retail program at the Terminal, the Permittee shall submit to the Port Authority the following:

(i) within five (5) days after the end of each monthly period, a written report to the Director of Aviation or his/her designee identifying any change in status occurring during the monthly period just ended (e.g., identity, commencement date and products or services of any new RMU operator(s) and identity, termination/expiration date of any RMU operator whose operations are ceased), such report being called a "Monthly Move- In, Move-Out Report"); and

(ii) within five (5) days prior to the commencement of each quarter of any annual period, a written report to the Director of Aviation or his/her designee identifying prospective RMU operators whose operations may commence or are scheduled to commence during such quarter (e.g., name, address, type of entity, state of incorporation or formation (if applicable), telephone number, product or service, financial information (if any) provided to the Permittee relating to the prospective RMU operator, whether prospective RMU operator indicated that s/he/it has ever been or presently is a tenant or permittee of the Port Authority after being asked same by Permittee), such report being called a "Quarterly Status Report".

Neither receipt nor review by the Port Authority of the foregoing reports shall constitute or shall be deemed to constitute an approval or consent of the Port Authority to any RMU operator or to the terms or conditions of any licensing thereto."

2. Except as herein amended all of the terms, covenants, conditions and provisions of the Permit shall be and remain in full force and effect.

3. 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.

4. 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 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: Linda K. Moses
(Title) ASSISTANT DIRECTOR

WESTFIELD CONCESSION MANAGEMENT, INC.

By: _____
(Title) DIMITRI VAZELAKIS, Vice President

Consented and Agreed to
as of July 1, 1999:

CONTINENTAL AIRLINES, INC.

By _____
(Title) President
Holden Shannon
Vice President
Corporate Real Estate
& Environmental Affairs

APPROVED:
FORM | TERMS
RN | AEX

EXHIBIT A

CONTINENTAL AIRLINES, INC.

SPECIALTY RETAIL PROGRAM
TEMPORARY REVOCABLE LICENSE

NEWARK INTERNATIONAL AIRPORT
TERMINAL C

Temporary Revocable License Agreement ("Agreement") made _____, between CONTINENTAL AIRLINES, INC. ("Licensor") and

(Name) _____

(DBA) _____

(Address) _____ (Phone) _____

("Licensee"). Licensor grants Licensee a non-exclusive, revocable, temporary license for the purpose of operating a temporary concession facility at the Location in Terminal C ("Terminal") at Newark International Airport ("Airport") subject to the provisions of this Agreement. Licensor has the right to enter into this Agreement pursuant to the Agreement of Lease No. ANA-170 between the Port Authority of New York and New Jersey ("Authority") and Licensor's predecessor-in-interest dated January 11, 1985, as amended ("Terminal C Lease"). This Agreement is subject and subordinate to the Terminal C Lease, including all amendments and supplements thereto, whether entered into or after the date hereof, and is also subject and subordinate to Licensee's Privilege Permit with the Authority, a copy of which is attached hereto and made a part hereof. The terms, conditions and effectiveness of this Agreement is conditioned upon the due execution and delivery of the Privilege Permit among the Authority, Licensor and Licensee. Licensor and Licensee hereby agree as follows:

1. Licensee shall have the privilege of a temporary license to use and Licensee accepts for occupancy the area designated as Space No. _____ ("Location") in the Terminal, for the purpose of conducting therein the use permitted under Section 8 hereof; subject to the terms and conditions of this Agreement and to any rules and regulations prescribed from time to time in the Specialty Leasing Handbook ("Handbook"), a copy of which is attached and made a part hereof, and as any such rules and regulations and the Handbook are amended from time to time by Licensor or the Authority. Licensee acknowledges that it has inspected the Location and agrees to accept the Location in the condition in which the Location may be in, waiving any claim or right against Licensor and the Authority on account of the present or any future condition thereof. The Location is at the discretion of Licensor and may be changed or modified upon twenty-four (24) hours' notice at any time by Licensor. Nothing contained in this Agreement is intended by Licensor and Licensee to create the relationship of landlord and tenant or any other similar type of relationship between the parties.

2. The term of the license to use and occupy the Location shall commence on _____ and terminate on _____. If Licensee shall hold over after the expiration of the term with Licensor's consent, such holding over shall constitute a license from week to week, terminable on one (1) week's prior written notice from either Licensor or Licensee under the same terms and conditions as provided in this Agreement and with all "Guaranteed Rent" due as described in Section 3, "Percentage Rent" due as described in Section 4 and all other charges ("Additional Rent") due as described elsewhere in this Agreement prorated on a daily basis during the period of any such hold over. Notwithstanding anything to the contrary contained elsewhere herein, Licensor shall have the right to terminate this Agreement with or without cause upon three (3) days prior written notice

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("Licensor's Termination Notice") to Licensee. If this Agreement is terminated by Licensor as provided in this Section 2, this Agreement and Licensee's Privilege Permit with the Authority shall terminate upon the expiration of three (3) days after the date of the Licensor's Termination Notice and Licensor, Licensee and the Authority shall thereafter be released from all obligations hereunder and thereunder, except any "Guaranteed Rent", "Percentage Rent" and/or Additional Rent obligations of Licensee which shall have accrued prior to the effective date of termination and except for any of Licensee's obligations to the Authority which are stated to expressly survive the termination of Licensee's Privilege Permit with the Authority. Further and notwithstanding anything to the contrary contained elsewhere herein, Licensee shall have the right to terminate this Agreement for any reason upon seven (7) days prior written notice ("Licensee's Termination Notice") to Licensor. If this Agreement is terminated by Licensee as provided in this Section 2, this Agreement and Licensee's Privilege Permit with the Authority shall terminate upon the expiration of seven (7) days after the date of the Licensee's Termination Notice and Licensor and Licensee and the Authority shall thereafter be released from all obligations hereunder and thereunder, except any "Guaranteed Rent", "Percentage Rent" and/or Additional Rent obligations of Licensee which shall have accrued prior to the effective date of termination and except for any of Licensee's obligations to the Authority which are stated to expressly survive the termination of Licensee's Privilege Permit with the Authority.

3. Licensee shall pay to Licensor a total minimum guaranteed rent ("Guaranteed Rent") of _____ Dollars ($_____) without any offset or deduction whatsoever, payable to Licensee in the following installments:

$_____ on _____; (on Licensee's execution);

$_____ on _____; and

$_____ on _____.

4. In addition to the payment of Guaranteed Rent and Additional Rent, Licensee shall pay to Licensor a percentage rent ("Percentage Rent"), of _____ percent (___%) of "Gross Receipts", in excess of $_____ per month. On or before the tenth (10th) day of each month for each month during the term of this Agreement, Licensee shall submit to Licensor's General Manager at Licensor's offices in the Terminal a signed statement by an authorized representative of Licensee certifying the amount of "Gross Receipts" made during the previous month ("Monthly Statement"), such Monthly Statement to be prescribed in the form as directed by Licensor from time to time. In addition, on or before the tenth (10th) day of each month for each month during the term of this Agreement, Licensee shall pay the amount of Percentage Rent due to Licensor for the previous month, if any, pursuant to this Section 4 without any offset or deduction whatsoever. Licensee shall keep adequate records of "Gross Receipts" within the Port of New York District, and such records may be audited or inspected by Licensor, the Authority and their representatives at any time upon request. The term "Gross Receipts" shall mean and include all monies paid or payable to Licensee, whether for cash, credit or otherwise, for sales made and services rendered at or from the Terminal or Airport regardless when or where the order therefor is received and outside of the Terminal or Airport if the order is received at the Terminal or Airport and other revenues of any type arising or in connection with Licensee's operations at the Terminal or Airport, including, without limitation: mail, catalogue, computer, other electronic or telephone orders; all deposits not refunded to or otherwise forfeited by customers; orders taken, although said orders may be filled elsewhere; the entire amount of the actual sales price and all other receipts for sales and services rendered; and the spread earned on any exchange or foreign currency transaction whether for an exchange service or for merchandise, products and/or services. A "sale" shall be deemed to have been consummated for purposes hereof, 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. Losses from "bad" checks or credit card transactions are the responsibility of Licensee and must be included in Gross Receipts. For the purpose of this Agreement and reporting of Gross Receipts, Gross Receipts shall include all such sales, revenues or receipts generated by Licensee's concessionaires, if any, or anyone else conducting business pursuant to

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an arrangement with Licensee (including any person or entity claiming by, under or through Licensee). There shall be excluded from Gross Receipts 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 Licensee to any duly constituted governmental/taxing authority; the portion of the sales price for all merchandise returned by customers and accepted for credit to the extent of the credit actually given to the customer as well as rebates, exchanges or allowances made to customers; receipts in the form of refunds from or value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors and suppliers, etc. all of which must be included in Gross Receipts); gratuities for services performed by employees of Licensee which are paid for by Licensee or its customers to such employees; exchange or merchandise between stores or warehouses owned or affiliated with Licensee, if any, where such exchange is made solely for the convenient operation of the business of Licensee and not for purposes of consummating a sale which has therefore been made and/or for the purpose of depriving Licensor of the benefit of a sale which would otherwise have been made; and 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 pursuant to Licensee's normal record keeping system.

5. Licensee shall pay to Licensor, as Additional Rent, concurrent with Licensee's execution of this Agreement, the sum of $_____ as a signage fee and the sum of $_____ as a visual merchandising fee for services provided by either Licensor or Licensor's representatives.

6. Concurrent with Licensee's execution of this Agreement, Licensee shall pay to Licensor, a deposit of $_____ ("Security Deposit"), which shall be held by Licensor as collateral security for the full and faithful performance by Licensee of each and every term, provision, covenant and condition of this Agreement. The Security Deposit shall not bear interest and shall not be considered an advanced payment of Guaranteed Rent, Percentage Rent, Additional Rent (or any other sums payable by Licensee under this Agreement) or a measure of Licensor's damages in case of a default by Licensee. The Security Deposit shall not be considered as a trust fund, and Licensee expressly acknowledges and agrees that Licensor is not acting as a trustee or in any fiduciary capacity in controlling or using Licensee's Security Deposit separate and apart from Licensor's general and/or other funds, or Licensor may commingle the Security Deposit with Licensor's general funds and/or other funds. If Licensee shall fully and faithfully comply with all terms, provisions, covenants and conditions of this Agreement, the Security Deposit (or any remaining balance thereof) shall be returned to Licensee, without interest, within forty-five (45) days after the expiration of this Agreement and after the removal of Licensee and all of its personal property and surrender of possession of the Location. If Licensee defaults in respect to any of the terms, provisions, covenants or conditions of this Agreement, including, but not limited to, payment of any installment of Guaranteed Rent, Percentage Rent, Additional Rent and other sums of money payable by Licensee under this Agreement, Licensor may, but shall not be required to, use, apply, or retain the whole or any part of the Security Deposit to the payment of any such sum in default, or any other sum, including, but not limited to, any damages which Licensor may incur, expend or be required to incur or expend by reason of Licensee's default. Licensee covenants and agrees with Licensor that Licensee will not assign or encumber or attempt to assign or encumber the monies deposited with Licensor as the Security Deposit.

7. Licensee shall pay to Licensor, concurrent with Licensee's execution of this Agreement, the sum of $_____, which includes the first installment of Guaranteed Rent and all other Additional Rent and the Security Deposit due. Without release of its other rights or remedies under this Agreement, for all sums not received by Licensor by 5:00 P.M. on the due date, Licensee shall pay interest on any such overdue sums at the rate of one and one-half percent (1-1/2%) per month or the highest rate permitted by New Jersey law, whichever is less, commencing on any such due date(s). Such late fee shall be considered as part of Additional Rent.

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8. Licensee shall use the Location solely for the purpose of conducting its business under the trade name "_____" and for the sale at retail of _____

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and for no other use or purpose.

9. Licensee shall open the Location for business to the public no later than _____. Licensee shall conduct its business on the Location during those hours of those days that the Terminal is open to the public from a minimum of 8:00 A.M. to 9:00 P.M. seven (7) days a week. Licensee shall operate its business so as not to interfere with pedestrian traffic in the public areas of the Terminal or the Airport, and so as not to create any hazard or nuisance or in any other way interfere with the operation of the public areas or other businesses in the Terminal or the Airport. The Location may be stocked with merchandise only before or after Licensee's required business operating hours.

10. Any notice which either Licensor or Licensee may be required or desires to give or make upon the other may be given personally or by certified mail, return receipt requested, of the United States Postal Service, addressed to Licensor's agent at: Westfield Concession Management, Inc., Newark International Airport, Terminal C, Newark, NJ 07114, Attention: General Manager-Retail; and addressed to Licensee at: _____
or personally delivered to Licensee's representative in the Terminal.

11. Licensor shall have no obligation to improve the Location or install any equipment therein except as noted in this Agreement; and Licensee shall, at its sole cost and expense, install display fixturing ("Display") conforming to all requirements and to Licensor's specifications. Licensee must receive written approval of Display design from Licensor prior to commencing any installation of the Display fixturing. In the construction of the Display, Licensor shall provide electric service to the Location from the Terminal's power source. The location of and the connection to the Terminal's power source shall be at the sole discretion of Licensor. Licensee must make all necessary or reasonable provisions to safeguard the public from any and all power cords, fixtures, or apparatus, including, without limitation, all provisions specified by the Authority and Licensor. Licensee expressly waives all rights, if any, to assert any claims against Licensor, the Authority, Westfield Concession Management, Inc. and Westfield Corporation, Inc. and all of their respective agents, representatives, employees, officers, directors, commissioners, subsidiaries and affiliates and other related entities, any joint marketing or promotional fund, and Licensor's and the Authority's other tenants in the Terminal or the Airport for damage, destruction or loss of any equipment, supplies, cash (or other evidence of customer debt such as checks or credit card receipts) upon the Terminal and/or the Airport or, by any reason of fire, theft, robbery or burglary, terroristic action, bodily injury, personal injury or death. Licensee accepts all responsibility and assumes the entire risk of loss for any injury, liability or death incurred as a result of the Display, fixturing or Licensee's business operations.

12. Licensee shall at all times during the term of this Agreement keep the Location fully and adequately stocked with all appropriate current season merchandise and inventory as is allowed pursuant to Section 8 of this Agreement. The Licensee's display of such merchandise and inventory shall be subject to the approval of Licensor or appropriate designee from time to time.

13. If at any time during the term of this Agreement, Licensor in its sole discretion determines to relocate Licensee to another site within the Terminal, Licensee shall relocate its Location, at Licensee's sole cost and expense, to the alternate site within the Terminal selected by Licensor, provided, however, that if Licensee shall not find the alternate site reasonably acceptable, then Licensee, as Licensee's sole right and remedy, shall have the right to terminate this Agreement by giving written notice to Licensor within twenty-four (24) hours after Licensor has designated the alternate site. In the event of such termination, Guaranteed Rent, Percentage Rent and Additional Rent shall be adjusted pro rata as of the date of the termination.

14. Licensee shall at all times maintain the Location in a safe, neat and clean condition and in good order and repair at its own expense. Licensee shall not permit accumulation of garbage, trash, rubbish or other refuse but shall keep such refuse in properly

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covered adequate containers within the Location. Licensee specifically acknowledges that the manner of operation of the Location and the adjacent area shall be subject to additional rules and regulations established by Licensor or the Authority from time to time. Licensee shall not make or cause to be made any alterations, additions, or improvements to the Location, other than those approved by Licensor pursuant to this Agreement.

15. At the expiration date or earlier termination of this Agreement, Licensee shall peaceably surrender the Location and promptly remove from the Location all merchandise, cash, other property and all other Display installations made by Licensee from the Terminal within twelve (12) hours for the time of expiration or earlier termination. After the expiration of this twelve-hour period, Licensee shall be a trespasser if Licensee enters the Terminal. If Licensee's property is not removed from the Terminal within twelve (12) hours, Licensee will be deemed to have abandoned all such property, thus Licensee hereby grants Licensor the right to remove all such property from the Terminal and Licensor shall be under no obligation to preserve or protect any such property. Licensee shall completely repair at its own cost and expense any and all damage to the Location or to Licensor's fixtures resulting from or caused by such installation or removal by restoring the Location to at least as good a condition as existing prior to the commencement of the term of this Agreement and shall leave the same in a neat, safe and clean condition. If Licensee fails to repair any damage caused by Licensee or its Display installations, Licensor may perform the repair, retain the Security Deposit and charge the cost thereof directly to Licensee, and Licensee agrees to pay such cost to Licensor upon demand.

16. Licensee shall indemnify and hold harmless Licensor, the Authority, Westfield Concession Management, Inc., Westfield Corporation, Inc. and their respective commissioners, officers, directors, representatives, designees, agents and employees from and against any and all liabilities, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with Licensee's (or anyone claiming through or under Licensee) use, occupancy, management or control of the Location, Licensee's marketing and promotional activities and/or Licensee's operations and activities in the Terminal or the Airport. Licensee shall not, without the express advance written permission from the Authority's General Counsel, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Authority, the immunity of the Authority, its commissioners, officers, agents or employees, the governmental nature of the Authority or the provisions of any statutes respecting suits against the Authority. Further, the Licensee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Authority against Licensor pursuant to the provisions of the Terminal C Lease and any claims and demands made by the City of Newark against the Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Authority covering the leasing of the Airport by the City to the Authority, as the same from time to time may have been or may be supplemented or amended.

17. Except as otherwise noted herein, Licensee shall, during the entire term of this Agreement, keep in full force and effect the following insurance in standard form generally in use in the State of New Jersey with insurance companies satisfactory to Licensor and the Authority which are authorized to do business in New Jersey: (a) Comprehensive General Public Liability insurance in the amount of at least $1,000,000.00, for any accident resulting in bodily injury to or the death of any persons, personal injury and property damage and consequential damages arising out of or occurring upon, in or about the Location; (b) All Risk Physical Damage insurance covering liability for damage to all property in, on or about the Location in the amount of at least $1,000,000.00; and (c) Statutory Worker's Compensation insurance to comply with applicable laws of the State of New Jersey. All insurance required to be provided by Licensee shall name as additional insureds the Authority, Licensor, Westfield Concession Management, Inc., Westfield Corporation, Inc. and any persons, firms, or corporations designated by Licensor from time to time. Each policy of insurance required hereunder shall also provide or contain a contractual liability endorsement covering the indemnity obligations assumed by Licensee hereunder. Further, each policy of insurance required hereunder shall contain a provision that the insurer shall not, without obtaining the express advance written permission from the General Counsel of the Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Authority, the immunity of the Authority, its commissioners, officers, agents or employees, the governmental nature of the Authority or the

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provision of any statutes respecting suits against the Authority. Licensee shall provide certificates evidencing the insurance coverages required herein to Licensor and the Authority on or before the commencement of the term of this Agreement.

18. This Agreement is non-assignable and terminable at the will of Licensor at its sole discretion determined at any time. Licensee shall not, voluntarily or involuntarily, by operation of law or otherwise, assign this Agreement or sublicense or sublet all or any part of the Location without obtaining Licensor's prior consent, which consent will be determined in Licensor's sole discretion and may be withheld by Licensor for any reason whatsoever.

19. In the event the Location or any part of the Terminal is damaged or destroyed by fire or other casualty, Licensor shall have the right to immediately terminate this Agreement on notice to the Licensee. In the event the Location is damaged or destroyed by fire or other casualty, Licensee shall have the right to immediately terminate this Agreement on notice to Licensor.

20. All payments of Guaranteed Rent, Percentage Rent, Additional Rent and other charges shall be given to Licensor's on-site representative in the form of a cashier's check, certified check or money order.

21. Licensor shall provide two identification signs at Licensee's sole cost and expense. Licensee shall provide all other product description signage at Licensee's sole expense. All signage must be approved by Licensor or its appropriate designee.

22. If at any time Licensee shall fail to cure any default in the payment of any Guaranteed Rent, Percentage Rent, Additional Rent and all other sums payable under this Agreement or in the performance of any other covenant or agreement, for twenty-four (24) hours after delivery of written notice, then Licensor may, at its option, and without limiting Licensor in the exercise of any right or remedy Licensor may have on account of such default: (a) by notice to Licensee, terminate Licensee's right to possession of the Location within twenty-four (24) hours of such notice; (b) upon termination of Licensee's right to possession and without further demand or notice, reenter the Location and take possession of all improvements, equipment and fixtures, merchandise and inventory thereon and remove any persons in possession thereof; and/or (c) cure any default of Licensee under this Agreement, and Licensee shall thereafter immediately pay to Licensor the cost of the cure as Additional Rent. Failure or refusal to pay all such rent or any other sums due Licensor at the times referenced herein may result in immediate revocation and termination of this Agreement.

23. In no event shall Licensor have any personal liability under this Agreement. Licensor, pursuant to the terms of this Agreement, shall have no responsibility to provide security, supervision or protection against any loss that may be sustained by Licensee.

24. If Licensor commences any proceedings for nonpayment of Guaranteed Rent, Percentage Rent, Additional Rent or any other fees or charges, Licensee shall not interpose any counterclaim of any nature or description in such proceedings unless Licensee would lose or waive the counterclaim by failure to assert it. This shall not, however, be construed as a waiver of Licensee's right to assert such claims in a separate action brought by Licensee. The covenants to pay Guaranteed Rent, Percentage Rent, Additional Rent and other amounts hereunder are independent covenants, and Licensee shall have no right to hold back, offset or fail to pay any such amounts for default by Licensor or any other reason whatsoever.

25. To the extent permitted by law, Licensor and Licensee mutually waive trial by jury with respect to any action brought by either party under or in connection with this Agreement or the Location.

26. Licensee agrees that Licensee has read and understands the Handbook and any rules and regulations and agrees to fully abide by and comply with the same. This temporary license is granted upon the express condition that Licensee abide by each and every requirement set forth in the Handbook and any such rules and regulations. Licensee further agrees to comply with all applicable laws of any governmental authority, including, but not limited to the rules, policies and regulations of the Authority.

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27. Time is of the essence with respect to the performance by Licensee of each of the conditions, covenants and agreements herein contained. This Agreement sets forth the entire agreement between the parties and there are no actual or implied covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as set forth herein and none thereof shall be used to interpret, construe, supplement or contradict the terms and provisions of this Agreement. No alteration, amendment, change or addition to this Agreement shall be binding upon Licensor and Licensee unless reduced to writing and signed by each party hereto. Neither Licensor or its agents have made any representation or warranty regarding the profitability of the Location, the enplaned passenger and/or airline volume in the Terminal or operating airlines in the Terminal and Licensee has not entered into this Agreement in reliance on any such representations, warranties, statements or financial projections prepared or furnished to Licensee by Licensor or its agents. The invalidity or unenforceability of any particular provision(s) of this Agreement shall not affect any other provision hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision(s) were omitted. Licensor does not, by reason of receipt of Percentage Rent or otherwise, in any way or for any purpose, become a partner or joint venturer with Licensee in the conduct of its business. If Licensor is compelled to incur any expense, or elects to incur any expense, including reasonable attorney's fees, in enforcing or attempting to enforce the terms of this Agreement, whether or not judicial or other action is actually instituted, or in instituting, prosecuting or defending any action or proceedings, including non-judicial proceedings instituted by reason of any default of Licensee under this Agreement, the sum or sums so paid by Licensor with all interest, cost and damages shall be immediately due and payable by Licensee to Licensor, on demand. It is the sole responsibility of Licensee to obtain all necessary federal, state and local licenses and permits including those required by the Authority and to pay all taxes. This Agreement has been authorized to be executed on behalf of Licensor only in the typed form of this Agreement, except for the completion of blank spaces. If this Agreement is executed with any changes other than those permitted by the preceding sentence, such non-permitted changes shall not be binding upon Licensor, but otherwise this Agreement shall remain in effect.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement as of the date first appearing above although as a matter of convenience to the parties, this Agreement may actually be signed on a different date.

LICENSOR:

CONTINENTAL AIRLINES, INC.
By: Westfield Concession Management, Inc., Agent

By: _____
General Manager-Retail

LICENSEE:

_____

By: _____

Name: _____

Title: _____

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

AVIATION DEPT.
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Port Authority Permit No. ANB-019
Supplement No. 32 AET TV
Facility: Newark International Airport

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, dated as of July 25, 2001, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called the "Port Authority") and WESTFIELD CONCESSION MANAGEMENT, INC. (hereinafter called the "Permittee"),

WITNESSETH, That:

WHEREAS, the Port Authority and the Permittee, as of October 1, 1998, entered into a permit agreement bearing Port Authority Permit No. ANB-019 (which permit agreement, as the same was supplemented by Supplement No. 1, dated as of July 1, 1999, and as the same may hereafter be supplemented or amended, is hereinafter called "the Permit"), consented and agreed to by Continental Airlines, Inc. (hereinafter called the "Airline") and granting certain permission to develop, sublease on behalf of and in the name of the Airline, manage and market concession spaces at Passenger Terminal Building C (hereinafter called the "Terminal") at Newark International Airport (hereinafter called the "Airport") as therein set forth; and

WHEREAS, the parties desire to amend the Permit in certain respects as hereinafter set forth with regard to expanding the scope of the Permittee's permission in certain newly constructed areas in the Terminal, including the C-3 Concourse and Operations Level, Arrivals and Baggage Level and Mid Level Ticketing Level and the new Concourse C-1/Concourse C-2/Concourse C-3 connector between the said three concourses at the Terminal;

NOW, THEREFORE, the Port Authority and the Permittee hereby agree as follows:

1. Special Endorsement No. 1 to the Permit shall be and be deemed amended by adding at the end of paragraph (a) thereof an additional paragraph which shall state in its entirety as follows:

"Effective as of August 1, 2000, the Permittee's permission hereunder shall apply to the concession spaces at the Terminal identified on the sketch attached hereto and hereby made a part hereof and marked "Exhibit A", it being understood that the precise dimensions, configuration and/or location of individual concession spaces identified on Exhibit A may change from time to time as approved by the Airline to ensure the proper and efficient operation of the Terminal, provided, however, that such changes in dimensions, configuration and/or location are subject, in all respects and events, to the prior approval of the Port Authority in accordance with the terms and provisions of the Airline Lease and this Permit, as the case may be."

The Airline represents and acknowledges that its execution of this Supplemental Agreement evidences its agreement that the Permittee's privilege applies to the concession spaces identified on Exhibit A effective as of August 1, 2000.

2. Except as herein amended all of the terms, covenants, conditions and provisions of the Permit shall be and remain in full force and effect.

3. 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.

4. 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 binding upon the Port Authority unless expressed in writing in the Permit or in this Supplemental Agreement.

EXEMPTION (4)

DIAGRAMS OF SECURE AREAS

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) FRANCIS A. DIMOLA
Asst. DIRECTOR, AVIA. DEPT.

WESTFIELD CONCESSION MANAGEMENT, INC.

By: _____
(Title) VICE President

Consented and Agreed to
as of the date hereinabove set forth:

CONTINENTAL AIRLINES, INC.

By: _____
(Title) ~~Holden Shannon~~ President
Vice President
Corporate Real Estate
& Environmental Affairs

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-019
Supplement No. 3
Facility: Newark Liberty International Airport

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, dated as of February 1, 2003, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called the "Port Authority") and WESTFIELD CONCESSION MANAGEMENT, LLC, a Delaware limited liability company formerly known as Westfield Concession Management, Inc. (hereinafter called the "Permittee"), and consented to by CONTINENTAL AIRLINES, INC. (hereinafter called the "Airline").

WITNESSETH, That:

WHEREAS, the Port Authority and the Permittee, as of October 1, 1998, entered into a permit agreement bearing Port Authority Permit No. ANB-019 (which permit agreement, as the same was supplemented by Supplement No. 1, dated as of July 1, 1999, Supplement No. 2, dated as of July 25, 2001, and as the same may hereafter be supplemented or amended, is hereinafter called the "Permit"), consented and agreed to by the Airline and granting certain permission to develop, sublease on behalf of and in the name of the Airline, manage and market concession spaces at Passenger Terminal Building C (hereinafter called the "Terminal") at Newark Liberty International Airport (hereinafter called the "Airport") as therein set forth;

WHEREAS, the Airline and the Permittee have entered into a First Amendment to Contract, dated as of February 1, 2003 ("First Amendment to Contract"), to the Management Agreement (as defined in the Permit) pursuant to which, among other things, the parties modified the fees to be paid to the Permittee for its services at the Terminal;

WHEREAS, the applicable provisions of the Management Agreement require, and the Permit provides, that the Management Agreement shall be subject and subordinate to the Airline Lease as the same may be amended, supplemented or extended and, further, that the Management Agreement may not be amended without the prior written consent of the Port Authority thereto embodied in an instrument signed by the Port Authority;

WHEREAS, the Permittee and the Airline have requested the consent of the Port Authority to the First Amendment to Contract and the Port Authority agrees to provide such consent pursuant to the terms and conditions of this Supplemental Agreement; and

WHEREAS, the parties desire to amend the Permit in certain respects subject to the terms and conditions hereinafter set forth;

NOW, THEREFORE, the Port Authority and the Permittee hereby agree, effective as of February 1, 2003 unless otherwise specified herein, as follows:

1. On the terms and conditions hereinafter set forth the Port Authority consents to the First Amendment to Contract.

2. (a) Effective as of July 25, 2001, the first sentence of Special Endorsement No. 1(e) shall be deleted and, in lieu thereof, the following shall be inserted:

> "In accordance with the provisions of the Airline Lease and the Management Agreement, but subject to the terms, conditions and provisions of this Permit, the Permittee shall negotiate, on behalf of the Airline as sublandlord, agreements with food & beverage, retail and service concession operators, including without limitation, RMU operators (each such food & beverage, retail and service concession operator being hereinafter called a "concession operator" and such food & beverage, retail and service concession operators being hereinafter collectively called "concession operators") permitting each concession operator to operate a concession area in the Terminal, provided, however, the proposed concession operator, the sublease or license to be entered into between the proposed concession operator and the Airline, and the annual leasing plan for the Terminal (as referred to in Article IV (J) of the Management 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 or license shall be void *ab initio* and of no force and effect unless and until the proposed concession operator, the Airline and the Port Authority shall have executed an agreement in form and substance provided by the Port Authority."

Furthermore, any and all references in the Permit to "retail operator" shall be changed to read "concession operator" and any and all references in the Permit to "retail operators" shall be changed to read "concession operators" effective as of August 1, 2001.

(b) The first three lines of the second paragraph of Special Endorsement No. 2(a)(8) shall be deleted and, in lieu thereof, the following shall be inserted :

"For its services, as aforesaid, commencing as of the Permittee Fee Commencement Date and thereafter for each annual period during the period of permission hereunder until the traffic levels at the Terminal reach an annual level (i.e., during an annual period, as defined in this Permit) of eleven (11) million Enplaned Passengers, the Permittee shall receive the sum of the following:"

(c) After said second paragraph of Special Endorsement No. 2(a)(8), as hereinabove amended, and prior to the paragraph commencing with the phrase "Permittee Fees shall be calculated on a monthly basis in accordance with the foregoing", there shall be added additional paragraphs which shall read as follows:

" For its services, as aforesaid, commencing January 1 of the calendar year in which the traffic levels at the Terminal reach a level of eleven (11) million Enplaned Passengers, and continuing thereafter for each annual period through the expiration or early termination of this Permit, the Permittee shall receive the sum of the following:

(i) one percent (1%) of all concession operators' Gross Receipts generated in the Terminal which are not in excess of $38,000,000.00 (excluding Gross Receipts of RMU operators but including Gross Receipts generated from concession facilities operated by or through CA One, if any); and

(ii) one and three-quarters percent (1.75%) of all concession operators' Gross Receipts generated in the Terminal which are in excess of $38,000,000 but not in excess of $62,500,000.00 (excluding Gross Receipts of RMU operators but including Gross Receipts generated from concession facilities operated by or through CA One, if any); and

(iii) four percent (4%) of all concession operators' Gross Receipts generated in the Terminal which are in excess of $62,500,000.00 (excluding Gross Receipts of RMU operators but including Gross Receipts generated from concession facilities operated by or through CA One, if any); and

(iv) from and after July 1, 2002, sixty two and one-half percent (62.5%), of the aggregate basic and percentage rent received from RMU operators in the Terminal, it being agreed that the Airline and the Permittee shall require every RMU operator to be obligated to pay minimum rent and percentage rent (if any), for each annual period, such rent to be equal to no less than fifteen percent (15%)

of the Gross Receipts of such RMU operator.

The parties acknowledge that pursuant to the second paragraph of Section 12 of the First Amendment to Contract, there are circumstances under which the Permittee may be entitled to receive additional compensation from the Airline as part of its fees under the Management Agreement and, further, that no additional compensation described in said paragraph shall apply to or be payable by the Port Authority, inasmuch as such additional compensation shall be funded solely by the Airline from the Airline Share."

3. A new subparagraph (9) shall be added to Special Endorsement No. 2 to the Permit, as follows:

"(9) "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; monorail facilities; advertising (including, without limitation, static display, broadcast and other); pay telephones, pre-paid phone cards, rental of cellular phones; facsimile transmission machines and other public communication services including, without limitation, all Port Authority-owned or operated information and communications technology infrastructure for common Airport use, provided, however, 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; 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 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 or from the above-stated reserved uses."

4. Notwithstanding anything to the contrary stated or implied in Section 15 of the First Amendment to Contract, entitled "Continental's Leasehold Mortgage", the parties acknowledge and agree that in the event of an occurrence described in said paragraph (e.g., the foreclosure (or a transfer in lieu of foreclosure) of the Airline's leasehold mortgage covering the

Airline's leasehold interest in Concourse C-3 at the Terminal, any and all revisions to the Management Agreement shall require the prior written consent of the Port Authority in the same way and to the same full extent that the Port Authority's prior written consent is required with respect to the First Amendment to Contract which is the subject of this Supplemental Agreement. Accordingly, no revisions to the Management Agreement shall be binding upon the Port Authority, nor shall they be or be deemed to be in force or effect, unless and until the Port Authority's prior written consent thereto has been obtained, and nothing in the First Amendment to Contract shall or shall be deemed to modify, impair or eliminate the Port Authority's right to revoke the Permit.

5. In connection with Special Endorsement No. 2, entitled "Defined Terms; Fees", it is understood and agreed, effective as of the Effective Date of the Permit, that the term "Gross Receipts" includes any and all rent received from the rental of space for storage purposes by any retail operator or food and beverage operator regardless or whether or not the terms and provisions of such storage arrangement are set forth in the text of any sublease or set forth in a separate agreement. Further, pursuant to the Airline Lease, all revenue arising out of or relating to any such storage arrangement shall be shared, as between the Port Authority and Continental, on the same proportionate or allocated basis as the rental revenue generated from the same retail operator or food and beverage operator.

6. Except as herein amended all of the terms, covenants, conditions and provisions of the Permit shall be and remain in full force and effect.

7. 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.

8. 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 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: [signature]
Name: Lysa Scully
(Title) Asst. Director, CCCAS

WESTFIELD CONCESSION MANAGEMENT, LLC

By: Arnold L. Mayersohn, Jr.
Name: Arnold L. Mayersohn, Jr.
(Title) Assistant Vice President

Consented and agreed to:
CONTINENTAL AIRLINES, INC.

By: Toby Enquist
Name: Toby Enquist
(Title) Staff Vice President

APPROVED:

FORM	TERMS
[initials]	[initials]

[initials]

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-019
Supplement No. 4
Facility: Newark Liberty International Airport

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, dated March 30, 2007, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called the "Port Authority") and WESTFIELD CONCESSION MANAGEMENT, LLC, a Delaware limited liability company formerly known as Westfield Concession Management, Inc. (hereinafter called the "Permittee"), and consented to by CONTINENTAL AIRLINES, INC. (hereinafter called the "Airline").

WITNESSETH, That:

WHEREAS, the Port Authority and the Permittee, as of October 1, 1998, entered into a permit agreement bearing Port Authority Permit No. ANB-019 (which permit agreement, as the same was supplemented by Supplement No. 1, dated as of July 1, 1999, Supplement No. 2, dated as of July 25, 2001 and Supplement No. 3 dated as of February 1, 2003, and as the same may hereafter be supplemented or amended, is hereinafter called the "Permit"), consented and agreed to by the Airline and granting certain permission to develop, sublease on behalf of and in the name of the Airline, manage and market concession spaces 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 Airline and the Permittee have entered into a Second Amendment to Contract, dated March 30, 2007 ("Second Amendment to Contract"), to the Management Agreement (as defined in the Permit) pursuant to which, among other things, the parties modified the fees to be paid to the Permittee for its services at the Terminal;

WHEREAS, the applicable provisions of the Management Agreement require, and the Permit provides, that the Management Agreement shall be subject and subordinate to the Airline Lease as the same may be amended, supplemented or extended and, further, that the Management Agreement may not be amended without the prior written consent of the Port Authority thereto embodied in an instrument signed by the Port Authority;

WHEREAS, the Permittee and the Airline have requested the consent of the Port

Authority to the Second Amendment to Contract and the Port Authority agrees to provide such consent pursuant to the terms and conditions of this Supplemental Agreement;

WHEREAS, the parties desire to amend the Permit in certain respects, effective as of the date of this Supplemental Agreement except as otherwise specified herein, subject to the terms and conditions hereinafter set forth;

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 Second Amendment to Contract.

2. Item 8 on the cover page of the Permit shall be revised such that the "Expiration Date" of the Permit shall be stated to be "December 31, 2014, subject to earlier termination or revocation as provided pursuant to the terms and provisions of this Permit".

3. The second paragraph of Special Endorsement No. 2(a)(8) shall be deleted and, in lieu thereof, effective as of January 1, 2006, the following shall be inserted:

"For its services, as aforesaid, commencing as of January 1, 2006 and through and including December 31, 2006, the Permittee shall receive the sum of the following Gross Receipts generated from all of the concession facilities within the Space in the Terminal (excluding Gross Receipts generated from the Port Authority's Reserved Uses (as such term is defined in the Permit):

(i) one percent (1%) of all concession operators' Gross Receipts generated in the Terminal which are not in excess of $40,000,000.00 (excluding Gross Receipts of RMU operators but including Gross Receipts generated from concession facilities operated by or through Delaware North Companies Travel Hospitality Services, Inc., formerly known as CA One Services, Inc. and hereinafter called "Delaware North"); and

(ii) one and three-quarters percent (1.75%) of all concession operators' Gross Receipts generated in the Terminal which are in excess of $40,000,000.00 but not in excess of $80,000,000.00 (excluding Gross Receipts of RMU operators but including Gross Receipts generated from concession facilities operated by or through Delaware North); and

(iii) four percent (4%) of all concession operators' Gross Receipts generated in the Terminal which are in excess of $80,000,000.00 (excluding Gross Receipts of RMU operators but including Gross Receipts generated from concession facilities operated by or through Delaware North); and

(iv) sixty-two and one-half percent (62.50%) of the aggregate basic and

percentage rent received from RMU operators in the Terminal, it being agreed that the Airline and the Permittee shall require every RMU operator to be obligated to pay minimum rent and percentage rent (if any), for each annual period, such rent to be equal to no less than fifteen percent (15%) of the Gross Receipts of such RMU operator.

For its services, as aforesaid, commencing as of January 1, 2007 and continuing thereafter for each annual period through the expiration or early termination of this Permit, the Permittee shall receive the sum of the following Gross Receipts generated from all of the concession facilities within the Space in the Terminal (excluding Gross Receipts generated from the Port Authority's Reserved Uses as such term is defined in the Permit):

(i) one percent (1%) of all concession operators' Gross Receipts generated in the Terminal which are not in excess of $40,000,000.00 (excluding Gross Receipts of RMU operators but including Gross Receipts generated from concession facilities operated by or through Delaware North; and

(ii) one and three-quarters percent (1.75%) of all concession operators' Gross Receipts generated in the Terminal which are in excess of $40,000,000 but not in excess of $85,000,000.00 (excluding Gross Receipts of RMU operators but including Gross Receipts generated from concession facilities operated by or through Delaware North); and

(iii) four percent (4%) of all retail operators' Gross Receipts generated in the Terminal which are in excess of $85,000,000.00 (excluding Gross Receipts of RMU operators but including Gross Receipts generated from concession facilities operated by or through Delaware North); and

(iv) sixty-two and one-half percent (62.50%) of the aggregate basic and percentage rent received from RMU operators in the Terminal, it being agreed that the Airline and the Permittee shall require every RMU operator to be obligated to pay minimum rent and percentage rent (if any), for each annual period, such rent to be equal to no less than fifteen percent (15%) of the Gross Receipts of such RMU operator."

4. In the event that upon conducting an examination and audit, as described in Special Endorsement No. 8 to the Permit, 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. 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.

5. In the event the Port Authority exercises it right to revoke this Permit 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, the Permittee shall be obligated to reimburse the Port Authority for 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.

6. 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 Permit or the Permittee's use or occupancy of the Space or in any action that may be brought by the Port Authority to recover fees, damages, or other sums payable under the Permit, or to enforce any remedy under law or in equity in any way connected therewith. The Permittee shall not interpose any claims as counterclaims, set-offs or defenses in any summary proceeding or action for non-payment of fees, or for recovery of possession of Space, which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

7. Notwithstanding anything to the contrary stated or implied in the Second Amendment to Contract, no revisions to the Management Agreement shall be binding upon the Port Authority, nor shall they be or be deemed to be in force or effect, unless and until the Port Authority's prior written consent thereto has been obtained, and nothing in the Second Amendment to Contract shall or shall be deemed to modify, impair or eliminate the Port Authority's right to revoke the Permit.

8. Except as herein amended all of the terms, covenants, conditions and provisions of the Permit shall be and remain in full force and effect.

9. 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.

10. 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 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: [signature]
Name: ~~David Kagan~~ Lysa Scutty
(Title) Assistant Director Asst. Dir. ACCAS
Business, Properties & Airport Development

WESTFIELD CONCESSION MANAGEMENT, LLC

By: Arnold L. Mayersohn, Jr.
Name: Arnold L. Mayersohn, Jr.
(Title) Assistant Vice President

Consented and agreed to:
CONTINENTAL AIRLINES, INC.

By: [signature]
Name: Toby Engvist
(Title) Staff Vice President

APPROVED:

FORM	TERMS
[illegible]	5/3

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.
FILECOPY

Port Authority Permit No. ANB-019
Supplement No. 5
Facility: Newark Liberty International Airport

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, dated June 1, 2007, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called the "Port Authority") and WESTFIELD CONCESSION MANAGEMENT, LLC, a Delaware limited liability company formerly known as Westfield Concession Management, Inc. (hereinafter called the "Permittee"), and consented to by CONTINENTAL AIRLINES, INC. (hereinafter called the "Airline").

WITNESSETH, That:

WHEREAS, the Port Authority and the Permittee, as of October 1, 1998, entered into a permit agreement bearing Port Authority Permit No. ANB-019 (which permit agreement, as the same was supplemented by Supplement No. 1, dated as of July 1, 1999, Supplement No. 2, dated as of July 25, 2001, Supplement No. 3 dated as of February 1, 2003 and Supplement No. 4 dated as of March 30, 2007, and as the same may hereafter be supplemented or amended, is hereinafter called the "Permit"), consented and agreed to by the Airline and granting certain permission to develop, sublease on behalf of and in the name of the Airline, manage and market concession spaces 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 parties desire to amend the Permit in certain respects as hereinafter set forth with regard to the security deposit, effective as of the date of this Supplemental Agreement except as otherwise specified herein, subject to the terms and conditions hereinafter set forth;

NOW, THEREFORE, the Port Authority and the Permittee hereby agree as follows:

1. Standard Endorsement No. 23.1 of the Permit shall be amended by deleting the dollar amount "Five Hundred Thousand Dollars and No Cents ($500,000.00)" in each instance as it occurs in paragraphs (a) and (c) and substituting in lieu thereof the dollar amount "One Million Two Hundred Thousand Dollars and No Cents ($1,200,000.00)" as it occurs in each instance.

2. In paragraph (b) of Special Endorsement No. 5 of the Permit, the dollar amount "Five Hundred Thousand Dollars and No Cents ($5,000,000.00)" shall be deemed deleted and the dollar amount "One Million Two Hundred Thousand Dollars and No Cents ($1,200,000.00)" shall be substituted in lieu thereof.

3. 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.

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.

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 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: [signature]

Name: Lysa C. Scully

(Title) Asst. Dir., CCCAS

WESTFIELD CONCESSION MANAGEMENT, LLC

By: [signature]

Name: Gerard M. Cecci

(Title) Vice President

Consented and agreed to:
CONTINENTAL AIRLINES, INC.

By: [signature]

Name: [illegible] Enqvist Emp. #96158
[illegible] Vice President
[illegible] Real Estate
[illegible]ntal Airlines, Inc.

(Title) President

Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:
SB	[illegible]

MG/dmt

ANB-753

AGREEMENT

BETWEEN

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

AND

WESTFIELD CONCESSION MANAGEMENT, LLC

NEWARK LIBERTY INTERNATIONAL AIRPORT

TERMINALS A AND B

As of September 1, 2007

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AGREEMENT

THIS AGREEMENT (hereinafter called the "**Agreement**" or "**Contract**"), made as of the 1st day of September 2007 by and between **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (hereinafter called the "**Port Authority**" or the "**Authority**" or the "**Airport Operator**"), a body corporate and politic created by Compact between the States of New Jersey and New York, with the consent of the Congress of the United States of America, and having an office and place of business at 225 Park Avenue South, New York, New York 10003 and **WESTFIELD CONCESSION MANAGEMENT, LLC** (hereinafter called "**Contractor**"), a limited liability company organized and existing under the laws of the State of Delaware and having an office and place of business at 11601 Wilshire Blvd., 11th Floor, Los Angeles, California 90025, whose representative is Bill Giouroukos.

WITNESSETH:

WHEREAS, by Chapters Forty-three and Eight Hundred and Two, respectively, of the Laws of New Jersey and the Laws of New York of 1947, as amended and now in force, said two States have authorized the Port Authority to improve, develop, operate and maintain air terminals; and

WHEREAS, the Port Authority desires to see a qualified firm manage, lease (on behalf of the Port Authority) and market the concession program at Passenger Terminal A ("**Terminal A**") and Passenger Terminal B ("**Terminal B**") (Terminal A and Terminal B being sometimes collectively called the "**Terminals**") at Newark Liberty International Airport located in the Counties of Essex and Union and in State of New Jersey (hereinafter called the "**Airport**" or "**Facility**"); and

WHEREAS, the Contractor represents that it has the professional experience and expertise to provide the services that are required hereunder and further warrants that it is ready, willing and able to perform such professional services in accordance with the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the fees, covenants and mutual agreements hereinafter contained, the Port Authority and the Contractor hereby covenant and agree as follows:

ARTICLE 1. GENERAL TERMS AND CONDITIONS

The Contractor and the Port Authority hereby acknowledge and agree that this Agreement is subject to (i) the Standard Contract Terms and Conditions and (ii) "Exhibit A", copies of which are attached hereto and hereby made a part hereof. In the event of any inconsistency between the provisions of this Agreement and those of the Standard Contract Terms and Conditions, or between the provisions of this Agreement and those of Exhibit A, the provisions of this Agreement shall prevail and control.

ARTICLE 2. TERM

a. The term of this Agreement ("**Term**") shall be for a seven (7) year period commencing as of September 1, 2007, at 12:01 a.m. (said date and time hereinafter called the "**Commencement Date**") and, unless sooner terminated (including the right of the Port Authority to terminate this Agreement upon thirty (30) days written notice to the Contractor as provided in Paragraph 14(f) of the Standard Contract Terms and Conditions and this Article) or extended as provided in paragraph (b) of this Article, shall expire on August 31, 2014 at 11:59 p.m. (said date and time hereinafter called the "**Expiration Date**").

b. The Port Authority shall have the right, at its sole discretion, to extend this Agreement for a period of three (3) additional years subsequent to the Expiration Date on the same terms and conditions of this Agreement, such extension period to commence on September 1, 2014 and expire August 31, 2017. The Port Authority will advise the Contractor in writing, at least six (6) months prior to the Expiration Date if it elects to exercise its right to so extend the Term of this Agreement. Upon the exercise of the Port Authority of its option to extend as aforesaid, no execution by either party of any other document or instrument shall be required to effect such extension of the Term of this Agreement.

c. The Port Authority shall have the right at any time, without cause, to terminate this Agreement upon thirty (30) calendar days' written notice to the Contractor. Termination hereunder shall not relieve the Contractor, or the Port Authority, of any liabilities or obligations under this Agreement which shall have accrued on or prior to, or which shall take effect on, the effective date of termination. Termination hereunder shall have the same effect as though such date was the original expiration date of this Agreement. Termination pursuant hereto shall create no obligation on the part of the Port Authority other than as may be expressly set forth elsewhere in this Agreement.

d. In the event the Port Authority exercises its right to revoke or terminate this Agreement if the Contractor shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Agreement, the Contractor shall be obligated to reimburse the Port Authority for any and all personnel and reasonable 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 Agreement including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation or termination rights and to collect all amounts due and owing to the Port Authority under this Agreement.

e. After the effective date of any such termination or upon the Expiration Date of this Agreement, no further Services shall be performed by the Contractor, except that the Contractor shall cooperate to accomplish an orderly transfer of the Services to the Port Authority or to any entity designated by Port Authority (including, without limitation, the transfer of the Port Authority's property (including, without limitation, the Contractor's non-proprietary work-product) as described in Article 16 hereof). The terms of this Article 2(e) shall survive the expiration or earlier termination of this Agreement.

ARTICLE 3. SCOPE OF WORK – AIRPORT MANAGEMENT SERVICES

a. Scope of Services. The Contractor hereby agrees, subject to and in accordance with all of the terms and conditions of this Agreement, to provide the following services hereafter referred to as the "**Concession Management Services**" or the "**Services**". The Contractor shall perform, on a 24 hour per day, 7 days per week basis, all the duties normally associated with sound, safe, innovative, prudent and efficient airport concessions management and shall provide all Services as are customary and normal to such an operation, following the Port Authority's policy direction, as such Services are identified on Exhibit A. (This paragraph supersedes the Section 40 of the attached Standard Contract Terms and Conditions).

b. Management Staffing. The Contractor shall employ a full time, trained professional staff at all times during the Term of sufficient size, expertise, ability, suitability and experience to carry out its responsibilities hereunder. This shall include, but not be limited to, employing at the Premises (as hereinafter defined), on full-time basis a general manager and one or more assistants, the employment thereof to be subject to the prior written approval of the General Manager of the Airport, with sufficient authority and support, staff and appropriate equipment, supplies and means to manage and perform the Services and obligations of the Contractor with respect to the concession space at the Terminals, and the loading dock and storage facilities relating to the concession space ("**Concession Storage Facilities**") at the Terminals; to administer those leases (it being understood that the term "**leases**", for purposes of this Agreement, includes subleases, permits, licenses, sublicenses and the like) and agreements with tenants (it being understood that the term "**tenants**", for purposes of this Agreement, includes subtenants, permittees, licensees, sub-licensees, and the like), other third parties, if any, to which the Port Authority is a party or by which it is bound relating to operations at the concession space at the Terminals which is the subject of this Agreement, as well as administration of agreements to be entered into by the Contractor with third parties for such third parties' services relating to the loading dock and Concession Storage Facilities at the Terminals; to monitor and use commercially reasonable efforts to compel performance by the above-referenced tenants and third parties under said leases and agreements relating to the concession space at the Terminals, the loading dock and Concession Storage Facilities (exclusive of initiating and pursuing legal action to enforce the leases and agreements relating to tenants but including initiating and pursuing legal action to enforce the Contractor's agreements with third parties in connection with the loading dock and Concession Storage Facilities), the foregoing responsibilities of the Contractor to include cooperation of Contractor with the Port Authority and its counsel in connection with such legal actions and to serve as on-site liaison with the Port Authority. The Contractor's general manager and assistant general manager(s) shall each have the power and authority on behalf of the Contractor to resolve all operational issues. One of them shall be available in person at either Terminal A or Terminal B a minimum time span of ten (10) hours each day from Monday through Friday and six (6) hours on either Saturday or Sunday and available to meet with representatives of the Port Authority when and at the place on the Airport designated by such representatives during such hours. The same management individual(s) shall be available at other times by telephone and in an emergency situation to be able to arrive at the Airport by car within two hours after being called. If any management, supervisory or other personnel of the Contractor including, without limitation, such general manager, assistant general manager(s) or if any contractor or subcontractor, representative or

agent of the Contractor is deemed unsatisfactory or does not perform the functions to be performed by the Contractor hereunder in a proper manner and satisfactory to the Port Authority, or in the determination of the Executive Director of the Port Authority has taken any action which constitutes a conflict of interest or which is inconsistent with the highest level of honesty, ethical conduct or public trust or which the said Executive Director determines is adverse to the public interest or to the best interest of the Port Authority, whichever of the foregoing shall apply as indicated in writing to the Contractor, the Contractor shall remove or cause such other entity to remove any such personnel and replace them with personnel satisfactory to the Port Authority within forty-eight (48) hours, upon notice from the Port Authority.

c. Premises. The Contractor is hereby retained to perform the Services at the Airport (i) in the spaces at the Terminals shown in Exhibit D-9 and D-10 attached hereto as "Exhibit B" and hereby made a part hereof and located in its passenger Concourses (on the "**Concourse Level**"), collectively herein the "**Concourses**", the operational level (used primarily for storage) and in the Terminals' satellites (on the Concourse and Operations Levels), collectively herein the "**Satellites**", and in the connectors to the satellites in the Terminals (collectively herein the "**Connectors**"), subject to and on the terms and conditions set forth in this Agreement; and (ii) in the areas of the loading dock and Concession Storage Facilities shown in "Exhibit C" attached hereto and hereby made a part hereof, and further subject to (x) the Airline Leases (as defined herein); and (y) the agreements, permits, leases, tenancies, users and occupancies identified in "Schedule A" attached to this Agreement and made a part hereof, the aforedescribed areas being collectively referred to as the "**Premises**". The parties agree that certain space in the passenger Concourses referred to above constitutes the transverse corridor in each of the Terminals, which transverse corridors nevertheless exclude the Connectors and Satellites in the Terminals and exclude the escalators, staircases, elevators, restrooms, airline clubs, VIP lounges, monorail facilities and fire exit doors off of the Concourse Level which may be located on such transverse corridors. In connection with the Contractor's obligation to identify prospective tenants to enter into concession leases with the Port Authority at the Premises, this shall exclude seating areas in the food courts and traffic corridors. The Contractor acknowledges that it has received from the Port Authority or has had an opportunity to fully review copies of all of the agreements, permits, leases, tenancies, users and occupancies identified in the aforesaid Schedule A, as well as having had an opportunity to fully review copies of the applicable consumer services and non-exclusive area provisions, and any related provisions, if any, in all the Airline Leases, and represents that such review was conducted solely in connection with performing its obligations under this Agreement and for no other purpose whatsoever.

If the Port Authority at any time or times during the Term determines in its sole and absolute judgment that it requires any one or more portions of the Premises in order to meet or help meet governmental requirements, or in connection with its operation of either Terminal A or Terminal B or the Airport, or in connection with or to facilitate or improve operations in, of, or at the Airport, or for one or more aircraft operators using the same, or to better accommodate the needs or interests of the public, then the Port Authority shall have the right to remove such area(s) from the Premises which are the subject of this Agreement. No such removal shall result, or be deemed to result, in a reduction or diminishment in any way of the Contractor's responsibilities hereunder, except that its Services would no longer be required with respect to the removed space.

The term **"Airline Leases"** shall mean those leases in effect at the Terminals between the Port Authority, as lessor, and airlines, as lessees, at Terminal A and Terminal B from time to time during the Term, as the same have been or shall be supplemented or amended, including without limitation all letter agreements entered into between the Port Authority and the relevant airline lessee(s).

d. Leasing and Marketing to Unaffiliated Third Persons.

In performing its Services hereunder, any and all actions taken by the Contractor hereunder or in connection with or affecting the Premises shall be subject to and in compliance with the terms of all Airline Leases, it being understood that nothing herein is intended to make the Contractor a party to any Airline Lease, but that the Contractor's performance under this Agreement shall be in conformance with those terms and provisions of such Airline Leases which are relevant to the operations of the Contractor hereunder. The Port Authority shall advise the Contractor from time to time of any modifications to the Airline Leases to the extent the Port Authority determines such modifications affect the Premises and shall advise the Contractor from time to time of the terms of any new or other airline leases at the Terminals which may be entered into by the Port Authority to the extent the Port Authority determines such terms affect the Premises. At no time during the Term shall the Contractor or any affiliate of the Contractor conduct any concession activity in the Premises involving the sale or offer by it of goods or services, unless the Port Authority has explicitly approved in writing specific exceptions after having been furnished such information as it may require and subject to such qualifications, conditions, limitations and restrictions specified by the Port Authority as part of any such approval.

For purposes of this Agreement, the term **"affiliate"** shall mean any person that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Contractor and any entity in which the Contractor or any member or manager of the Contractor (or general or limited partner or shareholder of any such member of manager) has an ownership, licensor/licensee or franchiser/franchisee interest or relationship, but if the Contractor shall be a corporation whose voting securities shall be registered with the Securities and Exchange Commission and publicly traded on a regular basis then only such shareholder of the Contractor having an ownership interest greater than five percent (5%). 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.

e. Reserved Uses.

"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 Terminals: 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 Airlines shall retain the right to control the location of

the placement within the Terminals 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 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.

f. Customer Service.

1. From time to time during the Term, the Port Authority shall conduct or cause to be conducted customer service surveys on-site at both Terminals. The Contractor shall not interfere with, obstruct, delay or otherwise hinder the process taking such surveys. Moreover, the Contractor shall participate and cooperate with the Port Authority and its designees with regard to such surveys, by way of example only, by making space available, providing surveys to concession customers for completion, collecting surveys upon completion and delivering same to the Port Authority, and otherwise undertaking managerial and administrative functions requested by the Port Authority related to survey-taking. Neither the Port Authority nor any person or entity retained by it to conduct a survey shall have any obligation to compensate the Contractor for the above-described participation and cooperation.

2. The Contractor shall provide for training in customer service techniques and other concession-related matters for its staff on a quarterly basis, and perform such other customer service functions as may be identified in Exhibit A hereto.

g. Monthly Reporting.

Without limiting the generality of Exhibit A hereto, the Contractor shall submit to the Port Authority monthly concession summary reports on a tenant-by-tenant, concession category-by-concession category and Terminal-by-Terminal basis, which shall include, without limitation, the following:

(i) Gross receipts per tenant, gross receipts per Enplaned Passenger (based on the Port Authority's determination of the number of Enplaned Passengers at the relevant Terminal for the immediately preceding calendar year then ended, as provided by the Port Authority to the Contractor in writing), gross receipts per square foot and gross receipts per concession category;

(ii) Total gross receipts;

(iii) Effective rent on a monthly basis for each tenant (as defined herein), for each Terminal; and

(iv) Amount of arrearage (including breakdown of type of arrearage) for each tenant (as defined herein), for each Terminal.

The term **"Enplaned Passenger"** shall mean any local originating or connecting passenger determined by the Port Authority to have boarded an aircraft at either Terminal A (with regard to Terminal A) or Terminal B (with regard to Terminal B), excluding passengers who disembarked and re-boarded the same aircraft with the same flight number for the purpose of continuing their journey. The Contractor hereby acknowledges that the Port Authority's determination as to the actual number of Enplaned Passengers is based in whole or in part on information supplied to it by various airlines and aircraft operators using the Terminals for a portion or all of their flights at the Airport.

h. Lease Administration and Compliance.

Without limiting the generality of Exhibit A, except as otherwise specifically directed or consented to in writing by the Port Authority, the Contractor shall not take any action to terminate any of the leases identified in Schedule A (or any new leases entered into during the Term) with or without cause, to amend or extend any such leases, to waive, surrender, compromise or jeopardize any right or privilege of the Port Authority under or respect to any said leases, or to pursue any remedies or relief to which the Port Authority shall be entitled thereunder or as a matter of law, including but not limited to accepting any compromise or settlement of an arrearage. The Contractor shall cooperate with the Port Authority in the latter's collection efforts; provided, however, the Contractor shall be responsible for any and all internal corporate costs and expenses incurred by it in connection with such collection efforts but shall not be required to incur any other out-of-pocket costs or expenses.

As approved by the Port Authority, the Contractor's Services shall include, among other things, negotiation of leases (using only agreements in form and substance prepared by and satisfactory to the Port Authority), coordination of tenant design and construction work, and negotiation of relocations, amendments or modifications, but no arrangement negotiated by the Contractor shall be or be deemed enforceable against or binding upon the Port Authority unless and until a fully executed lease, or amendment thereto, has been entered into between the Port Authority and a prospective tenant, and any arrangement or agreement to which the Port Authority has not consented in writing shall be void *ab initio* and of no force or effect. Any and all construction work done by or on behalf of tenants at the Terminals shall be done in accordance with plans and specifications to be submitted to and approved by the Port Authority prior to the construction work, and shall require the payment of any fee imposed by the Port Authority for review of such plans and specifications, it being understood that until such approval has been obtained a tenant shall continue to resubmit plans and specifications as required by the Port Authority. Agreements entered into between the Contractor and third party contractors shall be the responsibility of Contractor and the cost and expense of defending or bringing any claims by or against third party contractors shall be the sole responsibility of the Contractor.

i. Cleaning and Maintenance

The Contractor shall use commercially reasonable efforts to ensure that tenants perform preventive maintenance by regularly cleaning, repairing and maintaining (other than structurally): (x) all grease traps in all drainage pipes exclusively used in operations at the Premises, whether such pipes are located on the Premises or elsewhere at the Terminal, and (y) all kitchen exhaust ducts including the replacement of all filters where such ducts are exclusively used by tenants in such operations and whether such ducts are located on the Premises or elsewhere at the Terminal. As part of the tenants' maintenance responsibilities, the hood and ventilation system servicing the Premises shall be cleaned and maintained from inside the unit through the ductwork to the roof top fan, on a monthly basis and at the tenants' sole cost and expense. In addition, should any corrective work be necessary for any portion of the grease traps, hood and ventilation system, the tenants shall be responsible for the immediate repair and cost, whether such repair is required inside the unit or outside the unit. Tenants shall be required to provide documentation of all of such work to the Contractor which shall be supplied to the Port Authority on or before the twentieth (20th) day of each calendar month, relating to servicing during the preceding calendar month to the extent such documentation has in fact been provided by the tenants to Contractor.

j. Street Pricing

As part of the Services, Contractor shall enforce the requirement that the tenants in their operations pursuant to such leases shall not charge prices to their customers in excess of "Street Prices", defined as follows:

1. If a tenant conducts a similar business in off-airport location(s), in the Greater New York City-Northern New Jersey Metropolitan Area (herein referred to as the "Metro Area"), "Street Prices" shall mean the price regularly charged by the tenant for the same or similar item in the Metro Area.

2. If a tenant does not conduct a similar business in off-airport location(s) in the Metro Area, "Street Prices" shall mean the average price regularly charged in the Metro Area by similar retailers for the same or similar item;

3. If neither the tenant nor other similar retailers sell a particular item in the Metro Area, "Street Prices" shall mean the price regularly charged by the tenant or similar retailers for the same or similar item in any other geographic area, with a reasonable adjustment for any cost-of-living variance between such area and the Metro Area; and

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

ARTICLE 4. PAYMENT

a. Subject to the provisions of this Agreement, the Port Authority shall pay to the Contractor an annual management fee ("**Management Fee**") for each calendar year or portion thereof during the Term ("**Contract Year**"). The Management Fee will be derived from total Gross Receipts generated during the Term from the concession operations at the Terminals, both concession operations which are existing as of the Commencement Date and those developed thereafter, which are developed, leased, managed and marketed by the Contractor under this Agreement, and specifically excluding revenues relating to Port Authority Reserved Uses.

1. One and one quarter percent (1.25%) of all tenant Gross Receipts generated in the Terminals which are up to Eighty Million Dollars ($80,000,000) in any Contract Year; plus,

2. One and three-quarter percent (1.75%) of all tenant Gross Receipts generated in the Terminals which are between Eighty Million and 01/100 Dollars ($80,000,000.01) and One Hundred Million Dollars ($100,000,000.00) in any Contract Year; plus,

3. Four percent (4.00%) of all tenant Gross Receipts generated in the Terminals which are in excess of One Hundred Million Dollars ($100,000,000.00) in any Contract Year.

b. Management Fees shall be payable on a monthly basis, to be calculated in accordance with the percentages and applicable cumulative tenant Gross Receipts amounts referenced in paragraph (a), above, as such cumulative tenant Gross Receipts are achieved on the last day of each month during each Contract Year. Payment of Management Fees shall commence on the first date of the month following the Commencement Date and continue through and including the Expiration Date of the Term. The procedure for making said monthly payment of Management Fees and third party vendor fees shall be as follows: Contractor shall invoice the Port Authority for its Management Fee for the preceding month just ended, and shall invoice the Port Authority for any other fees charged by third party vendors retained by the Contractor in relation to certain Services to be provided in the management of the concession programs in the Terminals including but not limited to loading dock services, product distribution services and marketing and promotional activities (which marketing/promotional activities and materials relating thereto may include secret shopping services, customer service training services, and visual merchandising services), all of which must be approved in advance by the Port Authority from time to time. The funds for the foregoing third party vendor services shall be initially collected by the Port Authority on a monthly basis from tenants pursuant to tenants' leases, as additional rentals/fees. Invoicing by the Contractor to the Port Authority shall occur after the collected amount of tenants' rentals/fees paid to the Port Authority have first been delivered to the Port Authority (via the daily sweep of the Block Account described in paragraph (d), below, of this Article) by the Contractor for each calendar month (i.e., the basic rent/fee collected for the Prior Month; percentage rent/fee collected for the month immediately preceding the Prior Month as defined herein; and additional collected rentals/fees). The Contractor's invoices for reimbursement of third party vendor fees as described above will be paid within

thirty (30) days of receipt so that the Contractor shall have sufficient funds at all times to pay third party vendors providing services to the Contractor for loading dock services and promotion/marketing activities and the Contractor's invoices for its Management Fees similarly will be paid within thirty (30) days of receipt.

c. (i) Within forty five (45) calendar days after the end of each Contract Year during the Term there shall be a reconciliation of the Management Fees and third party vendor fees due to the Contractor against the amount of Management Fees and third party vendor fees theretofore paid to the Contractor during the Contract Year just ended. Any required adjustment as a result of the reconciliation shall be made in the form of a reduction (if an excess amount previously paid by the Port Authority) or an increase (if a shortfall exists in the amount previously paid by the Port Authority) in the next accruing monthly payment of the Management Fee and third party vendor fees, as the case may be; provided, however, that at the expiration or earlier termination of this Agreement any required adjustment shall be in the form of an offset against any amounts otherwise due to the Contractor by the Port Authority, or a reconciliation payment in favor of the Contractor, as the case may be. All out-of-pocket, and internal administrative, managerial and other corporate, costs and expenses (whether such costs and expenses are those of the Contractor's home office, the Contractor's operations at the Airport, or otherwise) incurred by the Contractor in connection with this Agreement shall be the sole responsibility of the Contractor and Contractor expressly agrees that it shall not seek any reimbursement from the Port Authority for same, subject to the last sentence of paragraph (d), below of this Article 4. The Management Fee shall not be decreased in the event of a reduction of the Premises (or a part thereof), nor increased in the event of an expansion to or relocation of the Premises (or a part thereof), at the Terminals, regardless of the reason(s) for such reduction, expansion and/or relocation; provided, however, that a reduction in the Premises and/or Concession Storage Facilities may be made by the Port Authority as described in paragraph (c)(ii), below.

(ii) With respect to any space in the Terminal(s) as to which the Contractor is providing Services, including without limitation any space which constitutes Concession Storage Facilities, the Port Authority may, at any time or times during the term of this Agreement, deem it advisable in its sole and absolute judgment, to recapture or reduce such space so as to remove it from the subject of this Agreement in order to meet or help meet governmental requirements, or in connection with its operation of the Terminals or the Airport, or in connection with or to facilitate or improve operations of one or more aircraft operators using the Terminals or the Airport, or for any purpose which is in the public interest, all as determined by the Port Authority. Such recapture or reduction shall not release the Contractor of any liabilities or obligations under this Agreement as to such recaptured or reduced space accruing through the effective date of such recapture or reduction (but Contractor shall no longer have the obligation to perform its Services for any such removed space from and after such effective date), and shall not release or modify to any extent any of the Contractor's other obligations under the Agreement or entitle it to any claim against or compensation from the Port Authority.

d. The Manager shall enter into a block account agreement ("**Block Account Agreement**") with a nationally chartered bank substantially in form and substance attached hereto as "Exhibit E" and incorporated by reference herein. The Block Account Agreement shall provide for a sweep account pursuant to which all rents and other revenues received are held in a

separate account in trust for the Port Authority ("**Block Account**"). This account provides for rental/fee collections from tenants to be deposited directly by the Contractor into a designated Bank of America bank account, and then so long as the balance is $1,000 or more, such funds are to be wire transferred by Bank of America on a daily basis to the Port Authority. The cost of maintaining the Block Account shall be the Contractors' responsibility; provided, however, that the Port Authority shall reimburse the Contractor for any wire transfer fees incurred by it in connection with the daily sweep of the Block Account. Accordingly, together with each monthly invoice submitted to the Port Authority for its Management Fees, the Contractor shall include true and accurate copies of the invoice to it for wire transfer fees charged by the financial institution at which the Block Account is maintained during the month just ended, with detail identifying the date on which each wire transfer fee was incurred.

e. Upon the Commencement Date, the Contractor shall assume responsibility for the rent collection from the concession tenants in the Premises. The Port Authority shall direct the concession tenants to remit their rental payments and fees payable to the Port Authority directly to the Contractor as its collection agent (rather than to the Port Authority or any previous contractor) for deposit into the Block Account, beginning with the first full month following the Commencement Date. On the 30th day of each month during the Term and any months following the expiration or earlier termination necessary to account for all tenant payments received, the Contractor shall render to the Port Authority a statement identifying all funds received by the Contractor from tenants in the payment of rents/fees, including any fees assessed to the tenants for services performed by third party vendors. Contractor shall prepare such statement in a form acceptable to the Port Authority. Tenant shall be identified by name, type (e.g., retail, food and beverage) and Terminal. The items which constitute deposits from tenants received in the Block Account and, accordingly, the items which shall be reflected on such monthly statements, shall include the following:

(i) any and all basic rent received from the tenants for the month in which the statement is made (together with any arrearages in basic rent received by the Contractor from tenants for any prior periods). Basic rent (also referred to as fixed rent or minimum guaranteed rent) is payable from tenants in monthly installments in advance on the first day of each current month;

(ii) any and all percentage rent received from tenants for the Prior Month (the percentage rent payment received, if any, for sales in the month prior to which the statement is made). Percentage rent is payable following the end of the month for which percentage rent is due, i.e., the Prior Month;

(iii) any and all other fees and payments received from tenants (for example, late fees, promotion/marketing fees, food court maintenance fees, loading dock fees, other third party vendor fees (if any are pre-approved by the Port Authority), and any fees imposed on the tenants by the Airline Lessee in Terminal A associated with the trash compactor and card board bailer).

The Contractor acknowledges that the Management Fee is paid in arrears, and not in advance, of each monthly period. Inasmuch as any and all amounts received by the Contractor and payable to the Port Authority shall be held by the Contractor in trust for the Port Authority,

as described below, in paragraph (f) of this Article such amounts shall be, and be deemed to be, solely the property of the Port Authority. With respect to any pre-approved third party service vendor fees relating solely and only to loading dock operations, the Port Authority acknowledges that the Contractor may invoice the Port Authority in advance of each monthly period for the estimated amounts necessary to pay its third party service vendor(s) for such loading dock operations for amounts due for such month. All estimated amounts for loading dock operations so invoiced shall be reconciled against the actual amounts due and paid to any such third party service vendor(s) following the end of each month.

f. At any time that the Port Authority permits Contractor to serve as a collection agent for the Port Authority with respect to all amounts paid by tenants and any other amounts that would otherwise be paid directly to the Port Authority hereunder, several requirements shall be met by Contractor. Such requirements include, without limitation, the following:

(i) Contractor shall be deemed, and shall hold itself out as, a fiduciary vis-à-vis the Port Authority;

(ii) Contractor shall hold all rents and other fees received by it in a separate account in trust for the Port Authority in which Contractor may not commingle such rents and fees with any of Contractor's other revenues, at an institution acceptable to the Port Authority having an office within the New York-New Jersey metropolitan area and qualified to do business in the States of New York or New Jersey;

(iii) Contractor shall obtain additional protections on behalf of the Port Authority, including a written agreement by the institution at which the account is located providing for access by the Port Authority to the funds on deposit in such account in the event of insolvency, appointment of a receiver, bankruptcy action (whether voluntary or involuntary), or creditor's lien;

(iv) Contractor shall obtain insurance protecting against employee dishonesty, embezzlement, theft, etc. in amounts and otherwise in a form acceptable to the Port Authority and naming the Port Authority as additional insured thereunder; and

(v) any other reasonable requirements of the Port Authority with respect to collection of such rents and fees by the Contractor.

ARTICLE 5. RIGHTS OF SELF-HELP

If the Port Authority is required or elects to pay any sum or sums or incurs any obligations or expense by reason of the failure, neglect or refusal of the Contractor to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement or as a result of an act or omission of the Contractor contrary to the said conditions, covenants and agreements, the Contractor agrees to pay the sum or sums so paid or the expense so incurred, including all interest, costs, damages and penalties (herein called the "**Cost of the Port**

Authority"), and the same may be invoiced to the Contractor with payment due on demand or deducted from any payment due from the Port Authority to the Contractor hereunder

The term "**Cost of the Port Authority**" as used in this Agreement shall mean and include: (1) Payroll costs, including contributions to the retirement system, or the cost of participation in other pension plans or systems, insurance costs, sick leave pay, holiday, vacation and authorized absence pay; (2) Cost of materials and supplies used; (3) Payments to contractors; (4) Any other direct cost; and (5) Twenty-five percent (25%) of the sum of the foregoing.

Notwithstanding the foregoing, the Port Authority will give the Contractor at least fifteen (15) days' written notice if it elects to enforce its rights of self-help under this Article, except in cases of emergency and subject to any other applicable notice and cure periods.

ARTICLE 6. INSURANCE

a. The Contractor shall take out in its own name as insured, maintain, and pay during the Term Commercial General Liability Insurance, including but not limited to premises-operations and products-completed operations, broad form property damage and independent contractors coverage, along with a contractual liability endorsement covering the obligations assumed by the Contractor under this Agreement and, if vehicles are to be used to carry out the performance of this Agreement, then the Contractor shall also take out, maintain, and pay the premiums on Automobile Liability Insurance covering owned, non-owned, and hired autos in the following minimum limits:

Commercial General Liability Insurance - $10 million combined single limit per occurrence for bodily injury and property damage liability.

Automobile Liability Insurance - $25 million combined single limit per accident for bodily injury and property damage liability for any airside vehicles or mobile equipment and/or $2 million combined single limit per accident for bodily injury and property damage for any landside vehicles or mobile equipment.

b. In addition, the liability policy (ies) shall name The Port Authority of New York and New Jersey as additional insured. Without limiting the insurance provisions of this Agreement, in the event the Contractor maintains the liability and/or crime insurance in limits greater than set forth in this Agreement, the Port Authority shall be included as an additional insured/loss payee to the full extent of all such insurance in accordance with the terms and provisions hereof. Moreover, the Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the standard, basic unamended and unendorsed Commercial General Liability Policy. The liability policy(ies) and certificate of insurance must include a cross-liability endorsement providing severability of interests so that coverage will respond as if separate policies were in force for each insured. Furthermore, the liability policy (ies) above shall be written on a primary basis over any available insurance.

c. The liability policy(ies) shall be specifically endorsed to prohibit the insurance carrier from raising any defense involving in any way the jurisdiction of the tribunal

over the person of the Port Authority, the immunity of the Port Authority, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority, without obtaining written express advance permission from the General Counsel of the Port Authority.

d. In addition to the foregoing insurance, the Contractor shall take out, maintain and pay premiums on (i) a Crime Insurance Policy in the minimum limit of $500,000 written on a blanket basis to include but not limited to coverage for employee dishonesty, theft, destruction, embezzlement and mysterious disappearance. The Contractor shall be responsible for the deductible and The Port Authority of New York and New Jersey shall be named as the loss payee and (ii) Workers' Compensation Insurance in accordance with the requirements of law in the state(s) where work will take place. The workers' compensation insurance shall also contain a waiver of subrogation in favor of The Port Authority of New York and New Jersey.

e. Each policy above shall contain a provision that the policy may not be canceled, terminated, or modified without thirty (30) days' prior written notice to the Port Authority, General Manager, Risk Management, at the address below.

f. Upon execution of this Agreement, the Contractor must submit an original certificate of insurance to The Port Authority of New York and New Jersey, General Manager, Risk Management, 225 Park Avenue South, 12th Floor, New York, New York 10003 (attention Agreement Certificate Review) and a copy of the certificate to the Facility Contract Administrator, at the location. This certificate of insurance must show evidence of the above insurance policy (ies), stating the agreement number.

The General Manager, Risk Management must approve the certificate(s) of insurance, prior to or at the execution of this Agreement. To expedite the review of the certificate(s) of insurance, they may be faxed to the General Manager, Risk Management at (212) 435-5861. However, original certificates of insurance must be submitted in accordance with the aforementioned paragraph.

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. The aforesaid insurance shall be written by a company or companies approved by the Port Authority. 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 Contractor shall promptly obtain a new and satisfactory policy in replacement as required by the Port Authority. If the Port Authority at any time so requests, a copy of each of the policies shall be delivered to the Port Authority, certified in a manner and by an authorized representative of the carrier, acceptable to the Port Authority.

g. All insurance coverages 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 this Agreement. 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.

ARTICLE 7. AIRPORT MANAGER'S AUTHORITY

The terms "**Airport Manager**" or "**Manager**" 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 of New Jersey Airports at the time of this Agreement, or his or her duly authorized representative.

In the performance of this Agreement, the Contractor shall conform to all orders, directions and requirements of the Airport Manager and shall perform this Agreement to the satisfaction of the Airport Manager at such times and places, by such methods and in such manner and sequence as the Airport Manager may require, and the Contractor's performance shall at all stages be subject to his/her inspection. The Airport Manager shall determine the amount, quality, acceptability and fitness of all parts of the Services and shall interpret the specifications. Upon request, the Airport Manager shall confirm in writing any oral order, direction, requirement, or determination.

ARTICLE 8. AREAS AVAILABLE FOR CONTRACTOR USE

a. During the Term, the managerial and administrative staff of the Contractor shall have the use of no less than 1,000 square feet of office space at 35 Terminal B–Building 74, designated and provided by the Port Authority to be used by managerial and administrative personnel only, solely in connection with the management/administrative functions referred to above. Such space shall be furnished (i.e., desk and chairs) but shall not be equipped (e.g., with copiers, facsimile machines, printers, computers and related hardware, as well as trade fixtures) by the Port Authority and no representation or covenant is made by the Port Authority that it will be suitable for the Contractor's purposes as described above. Utilities services to such office space shall be supplied by the Port Authority and paid for as hereinafter described. The Port Authority shall provide, at no cost to the Contractor, electricity at such office space to be used by the Contractor solely for lighting and the operation of small business machines and routine office computers serving only the aforesaid functions of the Contractor at the Terminals, on the same basis, including under the same limitations and conditions, as applicable generally to tenants of the Port Authority in similar space at the Airport who pay for electricity. Heating and air-conditioning shall also be supplied to the office space on the same basis as applicable to electricity as aforesaid. No other utility or service will be supplied to or for such office space by the Port Authority.

b. The Port Authority, its officers, employees and representatives shall have the right, at all times during normal office business hours, to enter upon the facilities and/or office space provided the Contractor for the purpose of inspecting the same, for observing the performance of the Contractor of its obligations under this Agreement, and for the doing of any act or duty which the Port Authority may be obligated or have the right to do under this Agreement or otherwise.

c. The Contractor acknowledges that it has examined the space to be used for office purposes carefully and hereby accepts the same in its present condition. The Contractor shall repair all damage to the office space and all damage to fixtures, improvements, and personal property of the Port Authority which may now or may hereafter be located thereon, which may be caused by the operations of the Contractor under this Agreement or by any acts or omissions of the Contractor, its officers, employees, agents or representatives whether or not the damage occurs during the course of their employment by the Contractor. The Contractor is responsible for cleaning and maintenance of office space. Contractor shall not be responsible for making any improvements to such office space, and shall not be responsible for the aforesaid damage, if any, which may have occurred prior to the Commencement Date, but shall be responsible for routine cleaning, maintenance and repair at and to such office space during the Term.

d. The Contractor acknowledges and agrees that no relationship of landlord and tenant or licensor and licensee is created or intended to be created hereunder and that the use of any space or other facilities by the Contractor is merely incident to and dependent upon its operations hereunder as a Port Authority contractor. Upon the expiration or earlier termination or revocation of this Agreement, or upon a change of office space, the Contractor shall remove its equipment, materials, supplies, and other personal property from the Premises. If the Contractor shall fail to remove its property on or before the expiration, termination or revocation of this Agreement, or upon a change of office space, the Port Authority in its sole discretion may dispose of the same as waste material or may remove such property to a public warehouse for deposit or retain the same in its own possession, and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second to any sums owed to the Port Authority by the Contractor; if the expenses of such removal, storage and sale exceed the proceeds of sale, the Contractor shall pay such excess to the Port Authority upon demand.

e. The Contractor shall not perform any maintenance or repairs, nor erect any structures, make any improvements or do any other construction work in, on or about the office space provided to the Contractor hereunder or elsewhere at the Airport or alter, modify, or make additions or repairs to or replacements of any existing structures or improvements, or install any fixtures (other than trade fixtures, removable without injury to the office space) without the prior written approval of the Port Authority and in the event any construction, improvements, alterations, modifications, additions, repairs or replacements are made without such approval, then upon notice so to do, the Contractor will remove the same, or at the option of the Port Authority, cause the same to be changed to the satisfaction of the Port Authority, at the sole expense of the Contractor. In case of any failure on the part of the Contractor to comply with such notice, the Port Authority may effect the removal or change and the Contractor shall pay the cost thereof to the Port Authority on demand.

ARTICLE 9. GRATUITIES

The Contractor shall insure that no gratuities of any kind or nature whatsoever shall be solicited or accepted by it and by its personnel for any reason whatsoever from the passengers, tenants, customers, or other persons using the Airport and shall so instruct its personnel.

ARTICLE 10. RIGHT OF ACCESS AND INSPECTION

The Port Authority reserves the right to observe, monitor, review, and inspect any aspect of the concession operations at the Terminals or the Contractor's operations at any time.

ARTICLE 11. AUDIT OF RECORDS

a. All statements required hereunder shall be prepared in accordance with sound accounting practice acceptable to the Port Authority and sworn to by a responsible fiscal officer of the Contractor. Submission of a statement shall be deemed to constitute a representation by the Contractor that all matters set forth therein are true and accurate and that the Contractor performed the Services for which payment is described in the statement in accordance with this Agreement. Each statement shall be subject to verification and audit by the Port Authority and no payments made by the Port Authority or credits given by the Port Authority as herein provided shall be deemed to be final until the statement upon which the payment is based has been approved by the Port Authority. No payment or credit, if not final and mutually agreed upon, shall operate to release the Contractor from any of its obligations related to such payment or credit under this Agreement. In the event that after verification and audit by the Port Authority and approval of the statement of the Contractor, it is determined that payments previously made by the Port Authority are in excess of those required under this Agreement then the Contractor shall pay to the Port Authority on demand the amount of said excess, or the Port Authority shall deduct said excess from any subsequent payments due to the Contractor.

b. In the event that upon conducting an examination and audit pursuant to this Agreement, the Port Authority determines that unpaid amounts are due to the Port Authority by the Contractor (the "**Audit Findings**"), the Contractor shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of 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 Contractor under this Agreement 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 Article 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 Article 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 Agreement, including, without limitation, the Port Authority's rights to revoke or terminate this Agreement or (ii) any obligations of the Contractor under this Agreement.

ARTICLE 12. FEDERAL AIRPORT AID

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 Contractor of the covenants and obligations contained in this Agreement is therefore a special consideration and inducement to the making of this Agreement by the Port Authority, and the Contractor further covenants and 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 Contractor of its covenants and obligations under this Agreement, the Contractor will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct in writing.

ARTICLE 13. THE CONTRACTOR'S ONGOING AFFIRMATIVE ACTION – EQUAL OPPORTUNITY COMMITMENT

a. Without limiting the generality of any of the provisions of this Agreement, the Contractor, 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 Agreement; (2) that in the construction of any improvements on, over, or under any space under this Agreement 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 Contractor shall use any space and exercise any rights under this Agreement 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 Contractor's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

b. The Contractor shall include the provisions of paragraph (a) of this Article in every agreement or concession it may make pursuant to which any person or persons, other than the Contractor, 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 Contractor's non-compliance with the provisions of this Article shall constitute a material breach of this Agreement. In the event of the breach by the Contractor 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 suspend this Agreement or by giving fifteen (15) days notice, may cancel or terminate this Agreement, 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 Contractor 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 Contractor's non-compliance with any of the provisions of this Article and the Contractor shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

e. Nothing contained in this Article shall grant or shall be deemed to grant to the Contractor the right to transfer or assign this Agreement, 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 Contractor.

f. Nothing herein provided shall be construed as a limitation upon the application of any laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

ARTICLE 14. PORT AUTHORITY OPERATIONAL APPROVALS

On any matter under this Agreement of solely an operational nature, whenever the approval or consent of the Port Authority is expressly required hereunder and such matter does not involve or result in any modification or supplementation of this Agreement, the Contractor shall communicate with the Manager of the Airport and, as to the specific subject matter thereof, shall be entitled to rely on such decision which she/he or her/his duly designated representative as to such matter may render in writing thereon.

ARTICLE 15. CONTRACTOR'S MINIMUM MANDATORY INVESTMENT

During the initial five (5) years of the Term, the Contractor shall be obligated to invest Five Hundred Thousand Dollars and No Cents ($500,000.00) of its own funds toward its leasing efforts and the recruitment of tenants to operate concessions in the Terminals. Such funds shall be allocated by the Contractor directly to various tenants, in justifiable amounts and in a non-discriminatory manner, for the following purposes: subsidizing of renovations at concession spaces, recruiting higher-quality tenants, and assisting existing and new M/W/DBE entities to design and build concession spaces. The allocation of such funds shall be subject to prior approval by the Port Authority and, accordingly, Contractor shall advise the Port Authority with reasonable advance notice of its proposed allocation in order for the Port Authority to evaluate such proposal.

ARTICLE 16. OWNERSHIP OF MATERIALS

a. All of the files, books, records and other personal property which are transferred to the possession or control of the Contractor upon or in connection with the execution of this Agreement are and shall remain the sole and exclusive property of the Port Authority. All files, books and records set up or maintained by the Contractor thereafter in connection with this Agreement, of the type presently used or which may be necessary or convenient for the Contractor to develop, prepare or use in the performance of services during the Term, shall also be and remain the sole and exclusive property of the Port Authority, whether or not the same are patentable or registrable, all of which shall be considered a work made for

hire within the meaning of the copyright laws of the United States. If for any reason whatsoever such work prepared or developed by the Contractor in connection with its Services under this Agreement is not considered a work made for hire under such laws, then the Contractor hereby grants and assigns to the Port Authority all of its right, title and interest to such work. The foregoing shall not be applicable to any proprietary systems or documentation or other items of personal or intellectual property which was developed by the Contractor independent of this Agreement but may be used by the Contractor in the performance of its Services under this Agreement, any such proprietary systems or documentation or other items of personal or intellectual property to remain the sole and exclusive property of the Contractor.

b. To the extent the Port Authority provides the Contractor with access to market research it has available on the users of the Terminals or the Airport, such market research shall be maintained on a confidential basis by the Contractor and shall not be shared with or otherwise communicated to third parties without the prior written approval of the Port Authority; provided, however, that information shall not be deemed to be "confidential" for purposes of this paragraph if it is information which (i) the Contractor can demonstrate was in its possession prior to the Port Authority disclosing same to Contractor, (ii) is disclosed to the Contractor by a third party where such third party is not under a duty of confidentiality not to so disclose the relevant information, (iii) is in the public domain, or (iv) the Contractor is required to disclose pursuant to court or administrative order or subpoena (after prior adequate notice to the Port Authority so as to provide the Port Authority an opportunity to prevent or limit such required disclosure). The Contractor agrees to utilize this market research information and any other research the parties may mutually agree to conduct, in order to ensure that concession concepts developed for the Terminals closely match the needs and desires of the users of the Terminals.

ARTICLE 17. BROKERAGE

a. The Contractor and the Port Authority each represent and warrant to the other that no broker or finder has been concerned or involved on its respective behalf 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 Contractor and the Port Authority shall indemnify and save each other harmless of and from any claim for commission or brokerage made by any and all persons, firms or corporations whatsoever for services rendered to the Contractor or the Port Authority, as the case may be, in connection with the negotiation and execution of this Agreement .

b. Without limiting the generality of Exhibit A hereto, without the prior written consent of the Port Authority in each and every instance, the Contractor shall not be authorized or entitled to retain, contract with or use the services of a broker to identify, select, negotiate or otherwise procure a prospective tenant or other user/occupant at the Terminals and, unless the Contractor obtains such prior written consent, the Contractor shall indemnify and save harmless the Port Authority, its commissioners, officers, employees and representatives of and from any and all claims for commission or brokerage made by any and all persons, firms or corporations whatsoever for services in connection with the identification, selection, negotiation or procural of said tenant or other user/occupant.

ARTICLE 18. OFAC REPRESENTATION

Contractor hereby represents and warrants that it is not, and none of its officers, members, or managers is, and shall not become, a person or entity with whom the Port Authority is restricted from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the United States Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including, but not limited to, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or under any other law, rule, order, or regulation that is enforced or administered by OFAC (such persons and entities each being a "**Prohibited Person**", as defined herein), and is not engaging, and shall not engage, in any dealings or transactions or be otherwise associated with a Prohibited Person. Contractor acknowledges that the Port Authority is entering into this Agreement in reliance on the foregoing representations and warranties and that such representations and warranties are a material element of the consideration inducing the Port Authority to enter into and execute this Agreement. In the event of any breach of the foregoing representations and warranties by Contractor, the Port Authority shall have the right, in addition to any and all other remedies provided under this Agreement or at law or in equity, to immediately terminate this Agreement upon written notice to Contractor. In the event of any such termination by the Port Authority, Contractor shall, immediately on receipt of the Port Authority's termination notice, surrender possession of the office space to the Port Authority without the Port Authority being required to resort to any other legal process. Termination on the aforedescribed basis shall be deemed a termination for cause. The term "**Prohibited Person**" means any of the following: (a) a person that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001)(the "**Executive Order**"); (b) a person owned or controlled by, or acting for or on behalf of any person that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (c) a person that is named as a "**Specially Designated National**" or "**Blocked Person**" on the list published by OFAC at its official website during the effectiveness of this Agreement; (d) a person that is otherwise the target of any economic sanctions program administered by OFAC during the effectiveness of this Agreement; or (e) a person that is affiliated with any person identified in clause (a), (b), (c) and/or (d), above.

ARTICLE 19. MODIFICATIONS TO STANDARD CONTRACT TERMS AND CONDITIONS

The Port Authority and the Contractor hereby agree to the following modifications to the provisions of the Standard Contract Terms and Conditions:

a. Section 4 is hereby amended to read as follows: "Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent, director, shareholder (or member or manager with respect specifically to Contractor, as a limited liability company) or employee of either the Port Authority or the Contractor shall be charged personally with any liability or held personally liable under any term or provision of this Agreement, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, thereof."

b. Section 7 shall be amended to read as follows: "Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Agreement which may be committed by the Port Authority, the Contractor expressly agrees that its remedies against the Port Authority with respect to any default, act or omission of the Port Authority hereunder shall be limited to legal, and not equitable, remedies.

c. Section 14(b) and (c) shall be deleted and, in lieu thereof, the following shall be substituted:

"(b) If one or more of the following events shall occur:

(1) The Contractor 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 Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors or, if the Contractor is a corporation, by any of the stockholders of the Contractor (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 Contractor 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 Contractor under this Agreement 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 Contractor 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 Contractor 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 Contractor, 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 Contractor and is not removed or bonded within thirty (30) days; or

(9) The Contractor shall voluntarily discontinue its operations hereunder, or the Contractor, 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 Contractor) other than the Port Authority; or

(10) The Contractor 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 Contractor breaches the representation, or fails to perform the undertakings, made in Article 18 of this Agreement; or

(12) The Contractor shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Agreement 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 Contractor 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);

then upon the occurrence of any such event or at any time thereafter during the continuance thereof the Port Authority shall have the right upon five (5) days' notice to the Contractor to terminate this Agreement and the rights of the Contractor hereunder; termination to be effective upon the date and time specified in such notice as if said date were the date of the expiration of this Agreement. Termination shall not relieve the Contractor of any liabilities or obligations hereunder which have accrued on or prior to the effective date of termination."

d. Section 14(f) shall be amended so as to delete the phrase "five (5) days" in the third line thereof and to insert, in lieu thereof, the phrase "thirty (30)" days".

e. Section 20 shall be amended to read as follows:

"To the extent permitted by law, the Contractor shall indemnify and hold harmless the Port Authority, its Commissioners, officers, representatives, employees and agents

from and against all claims and demands, just or unjust, of third persons arising out of or in any way connected or alleged to arise out of or alleged to be in any way connected with the Contract and all Services and activities of the Contractor under this Contract and for all expenses incurred by it and by them in the defense, settlement or satisfaction thereof, including without limitation thereto, claims and demands for death, for personal injury or for property damage, direct or consequential, whether they arise from the acts or omissions of the Contractor (including, without limitation, its officers, employees, contractors or agents), or from any breach of this Agreement by Contractor or act or omission which is beyond the scope of Contractor's authority under this Agreement, including claims and demands of any local jurisdiction against the Port Authority in connection with this Contract.

As between the Contractor and the Port Authority, the Contractor assumes the following risks, whether such risks arise from acts or omissions (negligent or not) of the Contractor, the Port Authority or third persons or from any other cause, excepting only risks occasioned solely by the gross negligence or willful misconduct of the Port Authority, and shall to the extent permitted by law indemnify the Port Authority for all loss or damage incurred in connection with such risks:

a. The risk of any and all loss or damage to Port Authority property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions, on or off the premises, the loss or damage of which shall arise out of the Contractor's operations hereunder. The Contractor shall if so directed by the Port Authority, repair, replace or rebuild to the satisfaction of the Port Authority, any and all parts of the premises or the Facility which may be damaged or destroyed by the acts or omissions of the Contractor, its officers, agents, or employees and if the Contractor shall fail so to repair, replace, or rebuild with due diligence the Port Authority may, at its option, perform any of the foregoing work and the Contractor shall pay to the Port Authority the actual cost thereof.

b. The risk of any and all loss or damage of the Contractor's property, equipment (including but not limited to automotive and/or mobile equipment) materials and possessions on the Facility.

c. The risk of claim, whether made against the Contractor or the Port Authority, for any and all loss or damages occurring to any property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions of the Contractor's agents, employees, material men and others performing work hereunder.

d. The risk of claims for injuries, damage or loss of any kind, just or unjust, of third persons arising or alleged to arise out of the performance of work hereunder, whether such claims are made against the Contractor or the Port Authority.

If so directed, the Contractor shall at its own expense defend any suit based upon any such claim or demand, even if such suit, claim or demand is groundless, false or fraudulent, and in handling such shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provision of any

statutes respecting suits against the Port Authority.

Neither the requirements of the Port Authority under this Contract, nor of the Port Authority of the methods of performance hereunder nor the failure of the Port Authority to call attention to improper or inadequate methods or to require a change in the method of performance hereunder nor the failure of the Port Authority to direct the Contractor to take any particular precaution or other action or to refrain from doing any particular thing shall relieve the Contractor of its liability for injuries to persons or damage to property arising out of its operations."

f. Except for the office space designated for Contractor's use pursuant to Article 8 of this Agreement, the responsibilities described in Sections 22 and 24 shall be understood and construed to mean that the obligations thereunder shall be performed by the tenants and not by the Contractor, such responsibilities being required to be performed by the tenants pursuant to the applicable terms and provisions of their respective leases. Accordingly, any such obligations shall not be enforced directly against the Contractor by the Port Authority.

ARTICLE 20. MISCELLANEOUS

a. The captions, if any, in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of the provisions and terms hereof.

b. Wherever, under this Agreement, written direction or prior written approval or consent of the Port Authority is required, such direction, approval or consent shall be given, conditioned, withdrawn or modified by written notice, in the sole discretion of the Port Authority.

c. The deletion of language from this Agreement prior to its mutual execution shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication. Consequently, in the event an ambiguity or question of intent or interpretation arises, this Agreement, and any amendments, addendums, supplements, exhibits or Schedules hereto, shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. The deletion of language from this Contract prior to its mutual execution shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication.

d. The terms, provisions and obligations contained in any exhibit or schedule attached hereto, whether there set out in full or as amendments of, or supplements to provisions elsewhere in this Agreement stated, shall have the same force and effect as if herein set forth in full.

e. The Contractor 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 Contractor in respect of the Premises or this Agreement or in any action that may be brought by the Port Authority to recover fees, damages, or other sums payable hereunder. The Contractor shall not interpose any claims as counterclaims, set-offs or defenses in any summary proceeding or action for non-payment of fees, or for recovery of possession of Premises, or otherwise in respect of

this Agreement, which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

ARTICLE 21. ENTIRE AGREEMENT

This Agreement consists of the following: Articles 1 through 21 inclusive, Schedule A and Exhibits A through E. It 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 and the Contractor. The Contractor agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in this Agreement.

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

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) Asst. Dir. CCMS

(Seal)

WESTFIELD CONCESSION MANAGEMENT, LLC,
a Delaware limited liability company

ATTEST:

Secretary

By _____

(Title) Executive Vice President

(Corporate Seal)

APPROVED	
FORM	TERMS

SCHEDULE A - List of Existing and Pending Tenancies/Users

Contract #	Tenant
ANB-522	ILJ Newark, LLC Airport Wireless
ANB-202	Shoeshine International
ANB-265	CBR Incorporated
ANB-267	Compass Group USA, Inc.
ANB-203	EJE Retail LLC
ANB-227	Erwin Pearl Retail, Inc.
ANB-208	FD Leasing Inc
ANB-243	Creative Host Services (CHS)
ANB-268	Global Spa LLC
ANB-204	Gosh Enterprises, Inc.
ANB-205	Host International, Inc.
	Host Chili's Too
ABN-207	L.M. Tran, Inc.
ANB-209	McDonald's Corporation
ANB-269	Massage Bar
ANB-231	Nicar Management
ANB-212	Press Relay at Newark, LLC
ANB-210	Newark Airport TGIF Restaurant LLC
ANB-213	Travelex America, Inc.
ANB-214	Treynon Enterprises, LLC
ANB-215	Universal Coffee Express, Inc.
ANB-217	Wok & Roll of Newark, Inc.
ANB-264	Walden Book Company, Inc.
ANB-454	Valenti Fragrance & Cosmetic, Inc.

List of Pending Leases

Contract #	Tenant
ANB-623	Dunkin Donuts
TBD	The Grove

SCHEDULE A

PA Agmt #	Tenant (& DBA)	Space	Square Feet	SF occupied	Rental Start Date	Lease Expiration	Mag (current) MONTHLY	Annual MAG	Monthly Distrib Fee	Annual Distributor	Monthly Food Ct CAM	Annual Food Court CAM	Percentage Fee & Breakpoint	Promotion Fee
ANB-522	ILJ Newark, LLC Airport Wireless	A10	636	636	1/1/2005	12/31/2011	9,620.15	$115,441.80	1,101.31	$13,215.72			Greater of MAG or Percetage Fee: 8.0% PDA's 10.0% all other merchandise, except laptop bags 16.0% travel bags	0.5%
ANB-202	Shoeshine International Boss Shoe Shine	 B1 sat A2 sat	 50 100 50	 50 100 50	 open open open 4/11/2006	 12/12/2005	 464.54 $0.00	 $5,572.08 $600.00					 Greater of MAG or Percentage Fee: 10.0% Merchandise only	 0% 0.0%
ANB-265	CBR, Incorporated Jersey Creative Kidstuff	 A7 A14b	 813 1,386	 813 1,386	 open for bus 10/10/02 open for bus 10/5/02 *10/15 due to tile	10/31/2009	 3,333.33 3,333.33	 $39,999.96 $39,999.96	 1,219.50 2,079.00	 $14,634.00 $24,948.00			Greater of MAG or Percetage Fee 10.0% Gross Revenues up to $800,000 12.0% Gross Revenues from $800,001 to $1.2 million 14.0% Gross Revenues over $1.2 million	 0.5% 0.5%
ANB-267	Compass Group USA, Inc Stage Deli (former Café Ritazza) (Now CHS)	B7d	1,089	1,089	open for bus 9/27/02	9/30/2009	8,333.33	$99,999.96	1,633.50	$19,602.00	$2,083.33	$25,000	Greater of MAG or Percetage Fee: 15.0% Gross Revenues up to $1.3 million 16.0% Gross Revenues from $1.3 to $1.6 million	0.5%
PERMIT	CHS-office	B28a	193	193	9/1/2004	TBD	1,125.83	$13,510.00						
ANB-203	EJE Retail LLC	B14 B16 B18 A4a A32 A-temp	2,719 1,768 550 202 209 400	2,719 1,768	 open 10/25/04 in design process in design process 2002	(ext to 2010 pndg) 8/31/2007 closed 7/04	154,166.70 -15,416.70	$1,850,000.40 ($185,000.40)				$0	Greater of MAG or Percentage Fee for Terminal B locations: 24.5% $0 - $4,000,000 26.5% $4,000,001 - $12,000,000 28.5% $12,000,001 and greater Greater of MAG or Percentage Fee for Terminal A locations: 5.0% 35.0% $500,001 - $850,000 30.0% $850,000 - $1,000,000 If Gross Concession Revenue for Terminal A exceeds $1,000,000 then greater of MAG or Percentage Fee for both Terminal A and B locations: 24.5% $0 - $5,000,000 26.5% $5,000,001 - $13,000,000 28.5% $13,000,001 and greater	0.5%
ANB-227	Erwin Pearl Retail, Inc. Terminal A Store Terminal B Store	 A8 B11	 365 777	 365 777	 open 9/25/02 5/18/2001	 Closed 2/2007 8/31/2008 per AF ltr	2,708.33	$32,499.96				 N/A N/A	Greater of MAG or Percentage Fee: 15.0% $50,000 and greater 17.0% $50,000 - $83,333.34 20.0% $83,333.34 and greater	 0.5% 0.5%
ANB-208	FD Leasing Inc (frmr Marosa)	A6b	749	749	3/8/2002	5/31/2009	23,321.72	$279,860.64	1,310.10	$15,721.20	$2,427.55	$25,000	Greater of MAG or Percentage Fee:	0.5%

SCHEDULE A

PA Agmt #	Tenant (& DBA)	Space	Square Feet	SF occupied	Rental Start Date	Lease Expiration	Mag (current) MONTHLY	Annual MAG	Monthly Distrib Fee	Annual Distributon	Monthly Food Ct CAM	Annual Food Court CAM	Percentage Fee & Breakpoint	Promotion Fee
	Famous Familgia Pizza												20.0% of gross revenue	
				Closed 10/25/2005										
ANB-243	Creative Host Services (CHS)						37,500.00	$450,000.00	10,449.00	$125,388.00			Greater of MAG or Percetage Fee:	
	Garden State Deli & Bar	A20	2,310	2,310	open for bus 9/17/02								13.0% food & non-alcohol: $0 - $4,000,000	0.5%
	Fomaggio's Cafe	B6	1,506	1,506	opened 6/19/02	9/30/2010							14.0% food & non-alcohol: $4,000,001 and greater	
	O'Brien's Pub	B22	3,150	3,150	opened 5/4/02								16.0% alcohol: $0 - $4,000,000	
	(former Gladco)												18.0% alcohol: $4,000,001 and greater	
ANB-268	Globa Spa LLC	B13	440	440	open for bus 2/24/03		4,000.00	$48,000.00	660.00	$7,920.00			Greater of MAG or Percetage Fee:	0.5%
	d_parnure Spa				rent start 1/29/03	1/31/2008							12.0% Gross Revenues up to $625,000	
													13.0% Gross Revenues over $625,000	
ANB-204	Gosh Enterprises, Inc.	B7c	696	696	2/2/2001	2/28/2008	12,720.67	$152,648.04	1,225.88	$14,710.56	$2,447.34	$29,368	Greater of MAG or Percentage Fee:	0.5%
	Charley's Steakery												15.0% $72,222.25 - $83,333.33	
													17.0% $83,333.34 and greater	
TBD	The Grove												Percentage Fee in addition to MAG:	
		A6c	1,111		9/1/2004	8/31/2011	10,833.33	$130,000.00	1,666.50	$19,998.00	2083.33	$25,000	15% of gross : $122,222.22 and greater	0.5%
	Subway/Grove	A31	200		4/1/2005								17% of gross receipts from $1.5M to $2M	
													19% of gross receipts over $2M	
ANB-205	Host International Inc.					5/31/2010	92,044.13	$1,104,529.56	11,648.92	$139,787.04	2287.47	$27,450		0.5%
		Permanent:												
	Dick Clark's	A19	1,182	1,182	4/7/2001								13.0% food: $0 - $7,000,000	
	Budweiser Brewhouse	A22	1,283	1,283	5/31/2001								14.0% food: $7,000,001 and greater	
	Sam Adams	B17	807	807	1/19/2001								15.0% alcohol: $0 - $3,000,000	
	Starbucks	BLA	900	900	open								16.0% alcohol: $3,000,001 and greater	
	Sam Adams	B20	765	765	8/30/2001								14.0% merch. & rda: $0 - $100,000	
	Burger King	A6e	774	774	open 5/11/02								16.0% merch. & rda: $100,000 and greater	
	Starbuck's	A2	167	167	5/21/2001									
	Nathans	A16	160	160	1/24/2002	closed 2/2006								
	Cinnabon	A15	318	318	open 5/17/02	12/1/2006								
	Budweiser Brewhouse	B15	995	995	open for bus 10/25/02	closed 2/2005								
	Starbuck's	A26	204	204	open 12/16/03									
	Starbuck's	A33	210	210	open 11/24/03									
	Starbuck's	B4	180	180	5/30/2003									
	Host Cart (frmr Starbucks cart)	B24	50	50	open 12/1/03									
	Ice cream cart	A28	32	32	open 12/15/03	closed 6/05								
	Sunglass Design	A13a	535	535	9/22/2003		2,916.67	$35,000.04					13.0% merch to $600,000, 16% over 600,000	
	Great American Bagel	A3	318	318										
	Wolfgang Puck Grab and Go	B25	330	50	7/3/2004								sales roll into food total	
PERMIT	Host-Office	B28b	183	183	9/1/2004	6/30/2007	1,067.50	$12,810.00						
	Host (Chili's)	B15/B15a	2,400		7/15/2005	7/31/2015	19,166.67	$230,000.04	1,492.50	$17,910.00	n/a		12% food/13%alc%merch	

SCHEDULE A

PA Agmt #	Tenant (& DBA)	Space	Square Feet	SF occupied	Rental Start Date	Lease Expiration	Mag (current) MONTHLY	Annual MAG	Monthly Distrib Fee	Annual Distributon	Monthly Food Ct CAM	Annual Food Court CAM	Percentage Fee & Breakpoint	Promotion Fee
ABN-207	L.M. Tran Inc. Asian Chao	B7e	696	696	2/8/2001	2/28/2008	15,656.21	$187,874.52	1,225.88	$14,710.56	$2,447.34	$29,368	Greater of MAG or Percentage Fee: 16.0% $0 - $125,000 18.0% $125,001 - $166,666.67 20.0% $166,666.68 - $183,333.33 22.0% $183,333.34 and greater	0.5%
ANB-209	McDonald's Corporation (Franglo franchisee)	B7b	800	800	1/23/2001	1/31/2008	14,583.34	$175,000.08	1,200.00	$14,400.00	$2,083.33	$25,000	Greater of MAG or Percentage Fee: 13.5% $0 - $83,333.34 14.5% $83,333 35 - $125,000 16.5% $125,001 and greater	0.5%
ANB-269	Massage Bar	A14a A20a	645 167	645 167	Aug 25 2003 11/10/2003	8/31/2010	2,916.67	$35,000.04					Greater of MAG or Percentage Fee: 12.0% Gross Revenues up to $625,000 13.0% over 625K	0.5%
ANB-212	Press Relay at Newark, LLC						341,666.67	$4,100,000.04	20,103.19	$241,238.28		$0		
	Relay	A1	1,113	1,113	12/19/2000	12/31/2007							Greater of MAG or Percentage Fee: 30.0% Gift merchandise 18.0% Books, magazines & other 12.0% Newspapers, phone cards & cd's 25.0% RDA, slotting fees and on-premises advertising	0.5%
	Relay	A17	1,124	1,124	12/18/2000	12/31/2007								
	A-ramp (temp)	A20b			closed 2/28/02									
	X_press	A21	1,065	1,065	1/25/2001	1/31/2008								
	Relay	A23	577	577	1/29/2001	1/31/2008								
	Relay	A25	160	160	2/8/2001	2/28/2008								
	Relay	BA3	500	500	6/22/2000	6/30/2007								
	Relay	B2a	1,160	1,160	12/23/2000	12/31/2007								
	Homeword Bound	B2b	812	812	6/29/2001	6/30/2008								
	Relay	B12	916	916	8/28/2000	8/31/2007								
	Relay	B16a	556	556	6/1/2001	6/30/2008								
	Relay	B19	770	770	6/15/2001	6/30/2008								
	American Scene/Relay	B21	1,500	1,500	1/24/2001	1/31/2008								
	Virgin Records	B8	809	809	12/16/2002	12/31/2009								
	American Scene/Relay	A29	224	224	11/24/2003	11/31/10								
ANB-210	TGIF Restaurant LLC, Inc													
	Main	A12	4,828	4,828	6/25/2001	6/30/2008	25,000.00	$300,000.00	10,550.47	$126,605.64			Greater of MAG or Percentage Fee: 10.0%	0.5%
	Satellite	A24	1,231	1,231	6/25/2001									
ANB-213	Travelex America, Inc	A9	96	96			37,750.00	$453,000.00		$0			Greater of MAG or Percentage Fee: foreign currency services: 4.4% $1,000.000 - $1,083,333.33 4.6% $1,083,333.33 - $1,166,666.66 4.8% $1,166,666.66 and greater 10.0% check cashing services 20.0% travel insurance, baggage storage, VAT reclaim services, business services and wire and money order services 30.0% ATM transations	$2,500
		B10	98	98	1/22/2001									
		B18	96	96	1/22/2001	5/31/2005								
		A30	*15*		3/1/2004									
		B26	*30*		3/1/2004									
		B3sat	96	96										
		Customs cart	50	50	12/3/2004									

SCHEDULE A

PA Agmt #	Tenant (& DBA)	Space	Square Feet	SF occupied	Rental Start Date	Lease Expiration	Mag (current) MONTHLY	Annual MAG	Monthly Distrib Fee	Annual Distributon	Monthly Food Ct CAM	Annual Food Court CAM	Percentage Fee & Breakpoint	Promotion Fee
ANB-214	Treynon Enterprises, LLC Villa Pizza	B7f	860	360	2/9/2001	12/31/2008	14,583.33	$174,999.96	1,514.74	$18,176.88	$2,447.34	$29,368	Percentage fee in addition to MAG: 19.0% $921,052.63 - $1,000,000 21.0% $1,000,001 and greater	0.5%
ANB-215	Universal Coffee Express Seattle Best/Wetzel Pretzel Seattle Coffee Seattle Coffee	B23 A19a B23a	631 200 90	631 211 90	8/10/2001 12/22/2001 11/20/2001	8/31/2008	8,571.43	$102,857.16	1,726.24	$20,714.88			Greater of MAG or Percentage Fee: 15.0%	0.5%
ANB-217	Wok & Roll of Newark, Inc. Wok & Roll	A6g	640	640	1/31/2002	1/31/2009	13,604.34	$163,252.08	1,119.44	$13,433.28	$2,427.55	$29,131	Greater of MAG or Percentage Fee. 15.0% $0 - $83,333.33 17.0% $83,333.33 and greater	0.5%
ANB-264	Walden Book Company, Inc Borders (Seattle's café)	A11	1,510 320	1,510 320	open for bus11/6/02	10/31/2009	16,666.67	$200,000.04	2,745.00	$32,940.00			Greater of MAG or Percentage Fee: 10.5% Merchandise 14.0% Food & Beverage	0.5%
ANB-623 Permit	Dunkin Donuts		336			2012	7,083.34	$84,996.00	507.50	$6,090.00			Greater of MAG or Percentage Fee: 13.0% of gross sales	0.5%
	Fd. Ct. Extra Seating Area	B5		347										
TBD	*Removed (formerly Host Cart)*	*A27*	*80*											
TBD	*TBD*	*A3*	*365*		*TBD*	*NO*								
ANB-454	Valenti Fragrance & Cosm. Inc	A4	556		1/6/2006 open for bus 3/28/06	12/10/2010?	2,500.00	$30,000.00					Greater of MAG or 10% of gross up to $600,000	0.5%
ANB-665	Cereality development Corp Cereality Permit	A27a A34a B32a	75 75 75	75 75 75	11/15/2006	10/31/2007	1,666.67 1,666.67 1,666.67	$20,000.04 $20,000.04 $20,000.04	229.17	$2,750.04			Greater of MAG or Percentage Fee: 15.0% Gross Revenues	$1500/yr
ANB-XXX	Central Station Grocery Corp Central Market Grill 8 mo Permit	A6f	701	701	11/15/2006	7/15/2007	3,500.00	$28,000.00	0.00	$0.00	$2,083.00	$24,996.00	Greater of MAG or Percentage Fee: 15.0% Gross Revenues up to $83,333 17.0% Gross Revenues $83,333.01-125,000 per month 20.0% Gross Revenues - over $125,000 per month	0.0%
			54,626	51,972			$880,371.34	$10,462,451.96	75,407.84	$904,894.08	$22,817.58	$244,684		

**Italic tenants are spaces to be opened*

Exhibit A

SERVICES

EXHIBIT A

SERVICES

1. Planning & Development, Overall Services

(a) At the direction of the Port Authority, assist in developing a concession program.

(b) Conduct comparative airport statistical analyses as required to support proposed space allocation, tenant rental structure, sales and revenue projections.

(c) Update concession space requirement analyses based on changes to enplanement and circulation analyses.

(d) Prepare a list of prospective tenants and a leasing proforma for the project.

(e) Prepare analyses of early terminations/extensions to consider potential improvements to the concession program.

(f) Monitor compliance with the terms of the leases, including use clauses, insurance, health and similar inspections, performance guarantees, pricing policies, product quality and variety, capital expenditures, operating hours, signage, visual merchandising, employee appearance, customer service, cleaning and maintenance, and M/W/DBE policy compliance.

(g) Act as a collection agent, on behalf of the Port Authority for all fees, including but not limited to rental payments (basic and percentage rent), promotion fees, distribution charges, loading dock fees, and common area maintenance (CAM) fees and other third party vendor fees (if any other such third party vendor fees are pre-approved by the Port Authority).

2. Overall Property Management

The Contractor will perform routine day-to-day management of concession operations at the Airport, provide adequate on-site staff to perform various concession management-related functions and act as a collection agent on behalf of the Port Authority for all fees, including but not limited to rental payments (minimum and percentage rent), promotion fees, distribution charges, loading dock fees and common area maintenance (CAM) fees and other third party vendor fees. Also, included as the Contractor's duties are the following:

(a) Manage the concession program in a way that maximizes the highest and best use and financial return to the Port Authority.

(b) Calculate monthly rent and prepare monthly billings, verify collection of rent in accordance with the Port Authority's procedures, generate financial reports and pay amounts due to the Port Authority as directed by the Port Authority.

(c) Collect rent, prepare monthly outstanding receivables aged on 30/60/90 day basis. Follow up on delinquent receivables. Default notices and rent relief requests will be issued and/or write off of receivable amounts according to agreed policy.

(d) Monitor, using due diligence, tenant compliance with the terms of the leases, including but not limited to exclusive use clauses, insurance, pricing, capital expenditures, quality of merchandise, hours of opening and closing, signage, cleanliness.

(e) Generate monthly reports to the Port Authority, and such other financial and management reports as are usual and customary in concession management, and such other reports and analyses as may be reasonably requested by the Port Authority from time to time.

(f) Coordinate periodic Port Authority employee training programs.

(g) Respond to customer/passenger complaints.

(h) Act as liaison between the Port Authority and the concession tenants.

(i) Process data for security ID Badging for tenant personnel. The Contractor's responsibilities shall be limited to providing assistance to the Port Authority Badging Office and the tenants to help facilitate the tenant employee badging process and screening of tenant goods, products, materials, equipment and supplies as may be required from time to time by the TSA, but the Contractor shall not have any other or further responsibility for or any liability with respect to security issues relating to such tenant employee badging requirements, and such process and/or the screening of any such tenant goods, products, materials, supplies and equipment and the screening process.

(j) Optimize M/W/DBE and local participation by meeting or exceeding the Port Authority's M/W/DBE goal.

(k) Use commercially reasonable efforts to cause tenants to maintain their respective space and facilities in a first class manner pursuant to standards which may be promulgated from time to time.

(l) Implement a customer service program and use commercially reasonable efforts to ensure tenant compliance.

(m) Provide quality control audits and reports covering compliance with tenant requirements, cleanliness of the Premises , timeliness of service and quality of the product.

(n) Provide on-site staff to perform daily functions as required by the Customer Service Airport Standards Manual (as the same may be amended from time to time) which is included as part of Exhibit D and this Agreement.

(o) Design, fabricate, locate, install and keep the directory signage up to date & current in coordination with the Port Authority (such expenses to be paid for from fees received from the tenants for marketing and promotional activities).

(p) Implement any new concession policies and procedures as directed by the Port Authority but the Contractor shall not be required to incur any out-of-pocket costs and expenses vis-à-vis third parties related thereto but shall be required to incur whatever internal corporate costs and expenses are necessary for such implementation.

(q) Coordinate and maintain general oversight of deliveries of tenants' goods and products from any designated on or off-Airport storage area.

(r) Develop a M/W/DBE community outreach program for concession opportunities, and coordinate its implementation with the Port Authority.

(s) Manage and coordinate the implementation of mutually agreed-upon marketing and communications initiatives including seasonal marketing activities and development of marketing signage, flyers and other on-site advertising.

(t) Oversee and manage a secret shopper program that reports on the service, integrity and overall performance of the concession tenants.

3. Design & Construction Services

(a) Develop a design criteria in conjunction with the Port Authority to be followed by all tenants.

(b) Review tenant design submittals, construction procedures, schedule site surveys, develop design, permit and construction schedules, assist in the Port Authority's Tenant Alteration Application ("**TAA**") process.

(c) Coordinate the TAA process, attend pre-construction meetings, coordinate construction schedules with the TAA Office, tenants, and airport staff.

(d) Provide scheduling and construction observation of tenant improvements performed by concession tenants.

(e) Monitor punch list completion and review testing and inspection reports for all concession tenants.

(f) Organize completed project files. Support the Port Authority in handling tenants' contractor claims, if they occur.

(g) Coordinate access to the Premises and equipment prior to opening for all concession tenants, to allow training of staff and testing of all equipment.

4. Leasing, Budgeting and Financial Analysis

Monitor compliance with the terms of the lease, including use clauses, insurance, health and similar inspections, performance guarantees, pricing policies, product quality and variety, capital expenditures, operating hours, signage, visual merchandising, employee appearance, customer service, cleaning and maintenance, and M/W/DBE policy compliance.

Enforce the remedies found in the tenant's leases to ensure compliance with payment obligations and performance standards but shall not be obligated or authorized to commence legal proceedings against tenants. Depending on the nature of the non-compliance and the remedies available to the Port Authority

under the lease and the law, Contractor will first work with the concession tenants, without itself commencing legal proceedings, to resolve the matter(s) and also assess and recommend enforcement action to the Port Authority when and if appropriate. Contractor will send preliminary communications to tenants notifying them of lease non-compliance matters including, but not limited to, communications regarding rent arrearages, and contemporaneously will provide copies of such communications to the Port Authority. Subsequent actions and/or notices shall be taken by Contractor after consultation with and/or direction from the Port Authority.

Annually, on or before September 30 during each Contract Year, develop and deliver to the Port Authority in writing annual sales projections (for the succeeding Contract Year) by concessionaire and location, for each of Terminals A and B.

(a) Develop and maintain lease files, including copies of leases and amendments, abstracts, correspondence, licenses, insurance certificates and letters of credit, etc.

(b) Computerize record keeping on a standard, commercially available, mutually acceptable, property management software program.

(c) Develop monthly annual revenue projections by tenant , by concession type and by location.

(d) Recruit, secure and retain the proper tenant mix.

(e) Negotiate agreements with potential tenants to include, but not be limited to:

- Negotiating financial terms with potential tenants in accordance with the Port Authority's approved key business terms and baseline pro-forma.

- Perform financial and credit background checks and investigations on all prospective tenants, including partners, joint ventures, and other key participants, to the extent such information is publicly available, or is provided by the prospective tenant, or is obtained with the consent of the prospective tenant, it being understood that the Contractor shall use commercially reasonable efforts to obtain all such background and investigatory information.

- Prepare an abstract of potential tenant deals, outlining all business terms for the Port Authority's approval.

- Coordinate the leasing process with the Port Authority, obtaining approval of each rental arrangement, based upon the standard form of leases approved in advance by the Port Authority.

- Prepare the appropriate leases with exhibits for signature by tenants and the Port Authority, based on term sheets previously by the Port Authority.

(f) Work with the Port Authority to incorporate leasing activities with planning, design and construction activities.

(g) Generate monthly airport revenue reports, M/W/DBE monthly utilization reports and such other financial and management reports as are usual and customary in sophisticated airport concession management programs. Prepare other reports and analyses as may be requested periodically by

the Port Authority, including number of transactions per period, average transaction value and sales per product category.

5. Marketing

Implement a marketing plan, which must include: terminal directories (brochures and signage) and barricade signage and may include promotional events, special in-terminal advertising and graphics campaigns, holiday shopping bags, and store discounts. Community organizations or cultural institutions may also be incorporated into the program. The Contractor should assist in the development of the Port Authority's internet site that would allow passengers to find out what concessions are located in their Terminal and browse menus. Each tenant contributes .5% (one-half percent) of gross receipts to the marketing program

(a) Develop an annual marketing budget for Port Authority approval.

(b) Create a marketing campaign that promotes concession awareness in the Terminal as well as targeting concessions throughout the program.

(c) Develop marketing collateral that promotes the fair "Street" pricing campaign.

6. Facilities Management

Consistently monitor the appearance and maintenance of Terminals' common areas, limited to those in the concession areas, such as food court seating areas. Report all maintenance or cleaning issues to appropriate Port Authority or contractor staff.

- Communicate deficiencies in food court cleaning to the Port Authority. The Port Authority has a separate cleaning contractor for food court floors and furniture and for concourse floors.

- Coordinate disposal of trash from tenant premises (non food-court) to loading dock. Tenants are responsible to pay for their own trash removal, but Contractor will coordinate the billing.

- Manage all aspects of loading dock operations by entering into third party contract(s) for the loading dock for common area maintenance and delivery distribution. Responsibilities including staffing, scheduling, employee appearance, facility and equipment condition, cleanliness, complaint resolution, and similar standards specified in the third party contracts, and manage such third party contractor's performance for compliance with such contract.

It is strongly encouraged that all general cleaning and general janitorial services be subcontracted with Port Authority pre-qualified Certified W/M/DBE firms. Contact Small Business Programs at 212 435-7819 for a listing of the firms.

7. Operations Reviews

Conduct comprehensive and thorough monthly tenant operations reviews, which will be documented on a standard form agreed upon with the Port Authority and supported by digital photos. Operations reviews focus on store appearance and maintenance, merchandising, product quality, pricing, use-clause compliance, employee appearance, customer service, and similar factors that are critical in providing passengers with first-class concession amenities.

Tenant corporate offices and on-site managers will be immediately informed in writing of all operations issues, and Contractor's staff will follow up to ensure resolution.

8. Tenant Communications

Develop and distribute orientation and information manuals for tenants.

Conduct bi-monthly concession tenant meetings to discuss common problems, inform tenants of upcoming events, changes in air service (i.e. gate usage), construction and other factors that may affect concession operations.

Serve as the liaison between the Port Authority and tenants, except if, when and to the extent that the Port Authority elects to deal directly with tenants.

9. Customer Service - See also Exhibit D-2 Customer Service Airport Standards Manual

Develop a comprehensive customer service program designed to include customer service training for tenant managers and employees, performance monitoring and incentives and rewards.

The Program should include, as a minimum, the following:

- Ensure that tenant handbook contains Port Authority's Airport Standards Manual.

- Provide on a quarterly basis a "Mystery Shopper" program. Once tabulated, results will be forwarded to each store manager and corporate office. Contractor will then follow up with store personnel to make sure that all deficiencies are addressed. In addition, store employees that receive exceptional reports would receive small rewards in recognition of their hard work.

- Implement a customer intercept survey during which passengers and Airport employees will be surveyed semi-annually to better understand their trip characteristics, demographics, buying habits and concession preferences at the Terminals. Specific questions will be developed to enhance customer service and product mix for existing concession locations. This information will be used to evaluate the current program, inform concession tenants of areas for improvement and target new business opportunities for future development.

- Contractor will implement a customer service hot line to allow customers to call toll free, 24 hours a day, 365 days a year and speak to a live operator or to leave a voicemail message to let Contractor know how they were served at the Airport and suggest ways to improve concessions. Contractor will pass on the hot line comments to the tenants and within 48 hours of receiving a complaint, suggestion or request, the appropriate tenant or management personnel will contact the customer to respond to his/her call. Customers will also have the opportunity to complete comment cards at each concession location, which will be tabulated with the hot line calls. Monthly reports will be provided to the Port Authority as well as to concession tenants.

- Conduct daily "walk-throughs"-- to ensure that concession tenants are complying with Airport rules and regulations, such as operating hours, signage restrictions, uniform and name-tag use, and merchandising standards. Noted violations must be discussed with tenant managers immediately and followed up in writing with a set cure period. Contractor will be responsible for following up with the tenant to ensure that the infraction has been corrected appropriately and in a timely manner. As

part of its routine walk-throughs, Contractor staff will monitor employee appearance and follow up on tenant employee appearance issues with store management as necessary. All tenant employees must be appropriately attired and easy for customers to identify.

- Conduct monthly operational reviews, to ensue that tenants comply with the performance standards setout in their respective leases.

- Conduct pricing surveys, to ensure compliance with the Port Authority's street pricing standards and to promote competition within the concession environment. Contractor will develop and implement a semi-annual survey program, which compares on-airport concession prices with "Street Prices" in the greater NY/NJ metropolitan area. Tenants must be notified if pricing is inconsistent and they will be required to alter their prices to comply with lease provisions.

- Contractor will organize periodic workshops and bring in outside customer service consultants to assist tenant managers and employees in developing better customer service habits. Similar workshops focusing on marketing, merchandising, loss prevention and employee retention will also be conducted as needed.

10. Tenant Support

Provide a range of support activities to tenants, including visual merchandising and marketing assistance, counseling on loss prevention, and joint efforts for staff recruiting and retention.

Coordinate concession-related job fairs and work with city-based agencies to assist with placements.

11. Airline Relations

Attend monthly briefing sessions with airlines, and act as a liaison between tenants and airlines, for instance sharing scheduling information and assisting in tenant arrangements for food vouchers for delayed passengers.

12. Transition Plan

During the first 90 days of operation, Contractor will undertake several activities to ensure a smooth management transition. Transition priorities include:

- Transfer and auditing of accounting and lease administration systems to new software system.
- Hiring of full-time, on-site staff.
- Office set-up and equipment purchasing/leasing.
- Development of office procedures handbook, tenant manual, customer service programs, and operational program review.
- Individual tenant meetings.
- Goal-setting meetings with the Port Authority.

Exhibit B

CONCESSION SPACE IN TERMINALS A AND B

Exemption (4)

Drawings of Non-Public Areas

TERMINAL A

DRY STORAGE #

#1- HMS HOST
#2- HMS HOST
#3- AIRPORT WIRELESS
#4- HMS HOST
#5- HMS HOST
#6- GROVE (SUBWAY)
#7- OPEN
#8- WOK & ROLL
#9- FAMOUS FAMILIGIA
#10-T.G.I. FRIDAYS
#11-BORDERS BOOK STORE
#12-REALY
#13-RELAY
#14-RELAY
#15-RELAY
#16-RELAY
#17-CBR
#18-CBR
#19-DUNKIN DONUTS
#20-HMS HOST
#21-CREATIVE HOST
#22-SEATTLE'S BEST
#23-SEATTLE'S BEST

FREEZERS & COOLERS#

#1- HMS HOST
#2- HMS HOST
#3-SUBWAY
#4-SUBWAY
#5-OPEN
#6- OPEN
#7- WOK & ROLL
#8- WOK & ROLL
#9- FAMOUS FAMILIGIA
#10-FAMOUS FAMILIGIA
#11-T.G.I.FRIDAYS
#12-T.G.I.FRIDAYS
#13-DUNKIN DONUTS
#14-DUNKIN DONUTS

#15-HMS HOST
#16-HMS HOST
#17-CREATIVE HOST
#18-CREATIVE HOST
#19-SEATTLE'S BEST
#20-SEATTLE'S BEST

TERMINAL B

DRY STORAGE #

#1- RELAY
#2- DEPARTURE SPA
#3- RELAY
#4- MCDONALDS
#5- HMS HOST
#6- SEATTLE'S BEST
#7- ASIAN CHAO
#8- RELAY
#9- CREATIVE HOST
#10-CREATIVE HOST
#11-HMS HOST
#12-HMS HOST
#13-VILLA PIZZA
#14-CREATIVE HOST
#15-CHARLEY'S STEAKERY

FREEZERS & COOLERS#

#1- MCDONALDS
#2- MCDONALDS
#3-VILLA PIZZA
#4- ASIAN CHAO
#5- CHARLEY'S STEAKERY
#6- SEATTLE'S BEST
#7- CREATIVE HOST
#8- CREATIVE HOST
#9- HMS HOST
#10-CREATIVE HOST

EXHIBIT D

STANDARD CONTRACT TERMS AND CONDITIONS

STANDARD CONTRACT TERMS AND CONDITIONS

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STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS

To avoid undue repetition, the following terms, as used in this Agreement, shall be construed as follows:

Authority or Port Authority - shall mean the Port Authority of New York and New Jersey.

Contract, Document or Agreement - shall mean the writings setting forth the scope, terms, conditions and Specifications for the procurement of Goods and/or Services, as defined hereunder and shall include, but not be limited to: Invitation for Bid (IFB), Request for Quotation (RFQ), Request for Proposal (RFP), Purchase Order (PO), Cover Sheet, executed Signature Sheet, AND PRICING SHEETS with Contract prices inserted," "STANDARD CONTRACT TERMS AND CONDITIONS," and, if included, attachments, endorsements, schedules, exhibits, or drawings, the Authority's acceptance and any written addenda issued over the name of the Authority's Manager, Purchasing Services Division.

Days or Calendar Days - shall mean consecutive calendar days, Saturdays, Sundays, and holidays, included.

Week - unless otherwise specified, shall mean seven (7) consecutive calendar days, Saturdays, Sundays, and holidays.

Month - unless otherwise specified, shall mean a calendar month.

Director - shall mean the Director of the Department which operates the facility of the Port Authority at which the services hereunder are to be performed, for the time being, or his/her successor in duties for the purpose of this Contract, acting personally or through one of his/her authorized representatives for the purpose of this Contract.

Manager - shall mean the Manager of the Facility for the time being or his successor in duties for the purpose of this Contract, acting personally or through his duly authorized representative for the purpose of this Contract.

No person shall be deemed a representative of the Director or Manager except to the extent specifically authorized in an express written notice to the Contractor signed by the Director or Manager, as the case may be. Further, no person shall be deemed a successor in duties of the Director unless the Contractor is so notified in writing signed by the Authority's Manager, Purchasing Services Division. No person shall be deemed a successor in duties of the Manager unless the Contractor is so notified in a writing signed by the Director.

Minority Business Enterprise (MBE) - shall mean a business entity which is at least 51% owned and controlled by one or more members of one or more minority groups, or, in the case of a publicly held corporation, at least 51% of the stock of which is owned by one or more minority groups, and whose management and daily business operations are controlled by one or more such individuals who are citizens or permanent resident aliens.

"Minority Group" means any of the following racial or ethnic groups:

(a) Black persons having origins in any of the Black African racial groups not of Hispanic origin;

(b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race;

(c) Asian and Pacific Islander persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands;

(d) Native American or Alaskan native persons having origins in any of the original peoples of North
America and maintaining identifiable tribal affiliations through membership and participation or community identification.

Site of the Work - or words of similar import shall mean the Facility and all buildings and properties associated therewith as described in this Contract.

Small Business Enterprise (SBE) - The criteria for a Small Business Enterprise are:

- o The principal place of business must be located in New York or New Jersey;
- o The firm must have been in business for at least three years with activity;
- o Average gross income limitations by industry as established by the Port Authority.

Subcontractor - shall mean anyone who performs work (other than or in addition to the furnishing of materials, plant or equipment) in connection with the services to be provided hereunder, directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor), but shall not include any person who furnished merely his own personal labor or his own personal services. "Subcontractor", however, shall exclude the Contractor or any subsidiary or parent of the Contractor or any person, firm or corporation which has a substantial interest in the Contractor or in which the Contractor or the parent or the subsidiary of the Contractor, or an officer or principal of the Contractor or of the parent of the subsidiary of the Contractor has a substantial interest, provided, however, that for the purpose of the clause hereof entitled "Assignments and Subcontracts" the exclusion in this paragraph shall not apply to anyone but the Contractor itself.

Women-Owned Business Enterprise (WBE) - shall mean a business enterprise which is at least 51% owned by one or more women, or, in the case of a publicly held corporation, at least 51% of the stock of which is owned by one or more women and whose management and daily business operations are controlled by one or more women who are citizens or permanent or resident aliens.

Work - shall mean all services, equipment and materials (including materials and equipment, if any, furnished by the Authority) and other facilities and all other things necessary or proper for, or incidental to the services to be performed or goods to be furnished in connection with the service to be provided hereunder.

PART II GENERAL PROVISIONS

1. Facility Rules and Regulations of The Port Authority

a. The Contractor shall observe and obey (and compel its officers, employees, guests, invitees, and those doing business with it, to observe and obey) the facility 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 term of this Agreement be promulgated by the Port Authority for reasons of safety, health, preservation of property or maintenance of a good and orderly appearance and efficient operation of the Facility. The Port Authority agrees that, except in case of emergency, it shall give notice to the Contractor of every Rule and Regulation hereafter adopted by it at least five days before the Contractor shall be required to comply therewith.

b. A copy of the facility Rules and Regulations of the Port Authority shall be available for review by the Contractor at the Office of the Secretary of the Port Authority.

2. Contractor Not An Agent

This Agreement does not constitute the Contractor the agent or representative of the Port Authority for any

purpose whatsoever except as may be specifically provided in this Agreement. It is hereby specifically acknowledged and understood that the Contractor, in performing its services hereunder, is and shall be at all times an independent Contractor and the officers, agents and employees of the Contractor shall not be or be deemed to be agents, servants or employees of the Port Authority.

3. Contractor's Warranties

The Contractor represents and warrants:

a. That it is financially solvent, that it is experienced in and competent to perform the requirements of this Contract, that the facts stated or shown in any papers submitted or referred to in connection with the solicitation are true, and, if the Contractor be a corporation, that it is authorized to perform this Contract;
b. That it has carefully examined and analyzed the provisions and requirements of this Contract, and that from its own investigations it has satisfied itself as to the nature of all things needed for the performance of this Contract, the general and local conditions and all other matters which in any way affect this Contract or its performance, and that the time available to it for such examination, analysis, inspection and investigation was adequate;
c. That the Contract is feasible of performance in accordance with all its provisions and requirements and that it can and will perform it in strict accordance with such provisions and requirements;
d. That no Commissioner, officer, agent or employee of the Port Authority is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder;
e. That, except only for those representations, statements or promises expressly contained in this Contract, no representation, statement or promise, oral or in writing, of any kind whatsoever by the Port Authority, its Commissioners, officers, agents, employees or consultants has induced the Contractor to enter into this Contract or has been relied upon by the Contractor, including any with reference to: (1) the meaning, correctness, suitability, or completeness of any provisions or requirements of this Contract; (2) the nature, quantity, quality or size of the materials, equipment, labor and other facilities needed for the performance of this Contract; (3) the general or local conditions which may in any way affect this Contract or its performance; (4) the price of the Contract; or (5) any other matters, whether similar to or different from those referred to in (1) through (4) immediately above, affecting or having any connection with this Contract, the bidding thereon, any discussions thereof, the performance thereof or those employed therein or connected or concerned therewith.

Moreover, the Contractor accepts the conditions at the Site of the Work as they may eventually be found to exist and warrants and represents that it can and will perform the Contract under such conditions and that all materials, equipment, labor and other facilities required because of any unforeseen conditions (physical or otherwise) shall be wholly at its own cost and expense, anything in this Contract to the contrary notwithstanding.

Nothing in the Specifications or any other part of the Contract is intended as or shall constitute a representation by the Port Authority as to the feasibility of performance of this Contract or any part thereof.

The Contractor further represents and warrants that it was given ample opportunity and time and by means of this paragraph was requested by the Port Authority to review thoroughly all documents forming this Contract prior to opening of Bids on this Contract in order that it might request inclusion in this Contract of any statement, representation, promise or provision which it desired or on which it wished to place reliance; that it did so review said documents, that either every such statement, representation, promise or provision has been included in this Contract or else, if omitted, that it expressly relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Contract without claiming reliance thereon or making any other claim on account of such omission.

The Contractor further recognizes that the provisions of this numbered clause (though not only such provisions) are essential to the Port Authority's consent to enter into this Contract and that without such provisions, the Authority would not have entered into this Contract.

4. Personal Non-Liability

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

5. Equal Employment Opportunity, Affirmative Action, Non-Discrimination

a. The Contractor is advised to ascertain and comply with all applicable federal, State and local statutes, ordinances, rules and regulations and, federal Executive Orders, pertaining to equal employment opportunity, affirmative action, and non-discrimination in employment.

b. Without limiting the generality of any other term or provision of this Contract, in the event of the Contractor's non-compliance with the equal opportunity and non-discrimination clause of this Contract, or with any of such statutes, ordinances, rules, regulations or Orders, this Contract may be cancelled, terminated or suspended in whole or in part.

6. Rights and Remedies of the Port Authority

The Port Authority shall have the following rights in the event the Contractor is deemed guilty of a breach of any term whatsoever of this Contract:

a. The right to take over and complete the Work or any part thereof as agent for and at the expense of the Contractor, either directly or through others.

b. The right to cancel this Contract as to any or all of the Work yet to be performed.

c. The right to specific performance, an injunction or any appropriate equitable remedy.

d. The right to money damages.

For the purpose of this Contract, breach shall include but not be limited to the following, whether or not the time has yet arrived for performance of an obligation under this Contract: a statement by the Contractor to any representative of the Port Authority indicating that the Contractor cannot or will not perform any one or more of its obligations under this Contract; any act or omission of the Contractor or any other occurrence which makes it improbable at the time that it will be able to perform any one or more of its obligations under this Contract; any suspension of or failure to proceed with any part of the Work by the Contractor which makes it improbable at the time that it will be able to perform any one or more of its obligations under this Contract.

The enumeration in this numbered clause or elsewhere in this Contract of specific rights and remedies of the Port Authority shall not be deemed to limit any other rights or remedies which the Authority would have in the absence of such enumeration; and no exercise by the Authority of any right or remedy shall operate as a waiver of any other of its rights or remedies not inconsistent therewith or to stop it from exercising such other rights or remedies.

7. Rights and Remedies of the Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract which may be committed by the Port Authority, the Contractor expressly agrees that no default, act or omission of the Port Authority shall constitute a material breach of this Contract, entitling the Contractor to cancel or rescind this Contract or to suspend or abandon performance.

8. Submission To Jurisdiction

The Contractor hereby irrevocably submits itself to the jurisdiction of the Courts of the State of New York and New Jersey, in regard to any controversy arising out of, connected with, or in any way concerning this Contract.

The Contractor agrees that the service of process on the Contractor in relation to such jurisdiction may be

made, at the option of the Port Authority, either by registered or certified mail addressed to it at the address of the Contractor indicated on the signature sheet, or by actual personal delivery to the Contractor, if the Contractor is an individual, to any partner if the Contractor be a partnership or to any officer, director or managing or general agent if the Contractor be a corporation.

Such service shall be deemed to be sufficient when jurisdiction would not lie because of the lack of basis to serve process in the manner otherwise provided by law. In any case, however, process may be served as stated above whether or not it might otherwise have been served in a different manner.

9. Harmony

a. The Contractor 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 Facility which interfere or are likely to interfere with the operation of the Port Authority or with the operations of lessees, licensees or other users of the Facility or with the operations of the Contractor under this Contract.

The Contractor shall immediately give 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. The Contractor shall use its best efforts to resolve any such complaint, trouble, dispute or controversy. If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Contractor at the Facility or against any operations of the Contractor under this Contract, whether or not caused by the employees of the Contractor, and if any of the foregoing, in the opinion of the Port Authority, results or is likely to result in any curtailment or diminution of the services to be performed hereunder or to interfere with or affect the operations of the Port Authority , or to interfere with or affect the operations of lessees, licensees, or other users of the Facility or in the event of any other cessation or stoppage of operations by the Contractor hereunder for any reason whatsoever, the Port Authority shall have the right at any time during the continuance thereof to suspend the operations of the Contractor under this Contract, and during the period of the suspension the Contractor shall not perform its services hereunder and the Port Authority shall have the right during said period to itself or by any third person or persons selected by it to perform said services of the Contractor using the equipment which is used by the Contractor in its operations hereunder as the Port Authority deems necessary and without cost to the Port Authority. During such time of suspension, the Contractor shall not be entitled to any compensation. Any flat fees, including management fees, shall be prorated. Prior to the exercise of such right by the Port Authority, it shall give the Contractor notice thereof, which notice may be oral. No exercise by the Port Authority of the rights granted to it in the above subparagraph shall be or be deemed to be a waiver of any rights of termination or revocation contained in this Contract or a waiver of any rights or remedies which may be available to the Port Authority under this Contract or otherwise.

b. During the time that the Contractor is performing the contract, other persons may be engaged in other operations on or about the worksite including Facility operations, pedestrian, bus and vehicular traffic and other Contractors performing at the worksite, all of which shall remain uninterrupted.

The Contractor shall so plan and conduct its operations as to work in harmony with others engaged at the site and not to delay, endanger or interfere with the operation of others (whether or not specifically mentioned above), all to the best interests of the Port Authority and the public as may be directed by the Port Authority.

10. Claims of Third Persons

The Contractor undertakes to pay all claims lawfully made against it by subcontractors, suppliers and workers, and all claims lawfully made against it by other third persons arising out of or in connection with

or because of the performance of this Contract and to cause all subcontractors to pay all such claims lawfully made against them.

11. No Third Party Rights

Nothing contained in this Contract is intended for the benefit of third persons, except to the extent that the Contract specifically provides otherwise by use of the words "benefit" or "direct right of action."

12. Provisions of Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included therein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

13. Costs Assumed By The Contractor

It is expressly understood and agreed that all costs of the Contractor of whatever kind or nature and whether imposed directly upon the Contractor under the terms and provisions hereof or in any other manner whatsoever because of the requirements of the operation of the service or otherwise under this Agreement shall be borne by the Contractor or without compensation or reimbursement from the Port Authority, except as specifically set forth in this Agreement. The entire and complete cost and expense of the Contractor's services and operations hereunder shall be borne solely by the Contractor and under no circumstances shall the Port Authority be liable to any third party (including the Contractor's employees) for any such costs and expenses incurred by the Contractor and under no circumstances shall the Port Authority be liable to the Contractor for the same, except as specifically set forth in this Section.

14. Default, Revocation or Suspension of Contract

a. If one or more of the following events shall occur:

1. If fire or other cause shall destroy all or a substantial part of the Facility.

2. If any governmental agency shall condemn or take a temporary or permanent interest in all or a substantial part of the Facility, or all of a part of the Port Authority's interest herein;

then upon the occurrence of such event or at any time thereafter during the continuance thereof, the Port Authority shall have the right on twenty-four (24) hours written notice to the Contractor to revoke this Contract, such revocation to be effective upon the date and time specified in such notice.

In such event this Contract shall cease and expire on the effective date of revocation as if said date were the date of the expiration of this Contract. Such revocation shall not, however, relieve the Contractor of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

b. If one or more of the following events shall occur:

1. The Contractor 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 the Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors, or, if the Contractor is a corporation,

by any of the stockholders of the Contractor, 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 Contractor and shall not be dismissed within thirty (30) days after the filing thereof; or
4. The interest of the Contractor under this Contract shall be transferred to, passed to or devolve upon, by operation of law or otherwise, any other person, firm or corporation, or
5. The Contractor, if a corporation, shall, without the prior written approval of the Port Authority, become a surviving or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution; or
6. If the Contractor is a partnership, and the said partnership shall be dissolved as the result of any act or omission of its copartners 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 jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Contractor and such possession or control of all or substantially all of the property of the Contractor and shall continue in effect for a period of fifteen (15) days;

then upon the occurrence of any such event or at any time thereafter during the continuance thereof, the Port Authority shall have the right upon five (5) days notice to the Contractor to terminate this Contract and the rights of the Contractor hereunder; termination to be effective upon the date and time specified in such notice as if said date were the date of the expiration of this Contract. Termination shall not relieve the Contractor of any liabilities or obligations hereunder which have accrued on or prior to the effective date of termination.

c. If any of the following shall occur:

1. The Contractor shall cease, abandon any part of the service, desert, stop or discontinue its services in the premises for any reason whatsoever and regardless of the fault of the Contractor; or

2. The Contractor shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Contract on its part to be kept, performed or observed, within five (5) days after receipt of notice of default thereunder from the Port Authority (except where fulfillment of its obligations requires activity over a greater period of time, and the Contractor shall have commenced to perform whatever may be required for fulfillment within five (5) days after receipt of notice and continues such performance without interruption except for causes beyond its control);

then upon the occurrence of any such event or during the continuance thereof, the Port Authority shall have the right on twenty four (24) hours notice to the Contractor to terminate this Contract and the rights of the Contractor hereunder, termination to be effective upon the date and time specified in such notice. Termination shall not relieve the Contractor of any liabilities which shall have accrued on or prior to the effective date of termination.

d. If any of the events enumerated in this Section shall occur prior to commencement date of this Contract the Port Authority upon the occurrence of any such event or any time thereafter during the continuance thereof by twenty-four (24) hours notice may terminate or suspend this Contract and the rights of the Contractor hereunder, such termination or suspension to be effective upon the date specified in such notice.

e. No payment by the Port Authority of any monies to the Contractor for any period or periods after default of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Contractor and no act or thing done or omitted to be done by the Port Authority shall be deemed to be a waiver of the right of the Port Authority to terminate this Contract or of any other right or remedies to which the Port Authority may be entitled because of any breach thereof. No waiver by the Port Authority of any default on the part of the Contractor in the performance of any of the terms, covenants and conditions hereof to be performed, kept or observed by the Contractor shall be or be construed to be a waiver by the Port Authority of any other subsequent default in the performance of any of the said terms, covenants and conditions.

f. In addition to all other rights of revocation or termination hereunder and notwithstanding any other provision of this Contract the Port Authority may terminate this Contract and the rights of the Contractor hereunder without cause at any time upon five (5) days written notice to the Contractor and in such event this Contact shall cease and expire on the date set forth in the notice of termination as fully and completely as though such dates were the original expiration date hereof and if such effective date of termination is other than the last day of the month, the amount of the compensation due to the Contractor from the Port Authority shall be prorated when applicable on a daily basis. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions already performed but no allowance shall be made for anticipated profits.

g. Any right of termination contained in this paragraph, shall be in addition to and not in lieu of any and all rights and remedies that the Port Authority shall have at law or in equity consequent upon the Contractor's breach of this Contract and shall be without prejudice to any and all such other rights and remedies. It is hereby specifically agreed and understood that the exercise by the Port Authority of any right of termination set forth in this paragraph shall not be or be deemed to be an exercise by the Port Authority of an election of remedies so as to preclude the Port Authority from any right to money damages it may have for the period prior to the effective date of termination to the original expiration date of the Contract, and this provision shall be deemed to survive the termination of this Contract as aforesaid.

h. If (1) the Contractor fails to perform any of its obligations under this Contract or any other agreement between the Port Authority and the Contractor (including its obligation to the Port Authority to pay any claim lawfully made against it by any supplier, subcontractor or worker or other person which arises out of or in connection with the performance of this Contract or any other agreement with the Port Authority) or (2) any claim (just or unjust) which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor is made against the Port Authority or (3) any subcontractor under this Contract or any other agreement between the Port Authority and the Contractor fails to pay any claims lawfully made against it by any supplier, subcontractor, worker or other third person which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor or if in the opinion of the Port Authority any of the aforesaid contingencies is likely to arise, then the Port Authority shall have the right, in its discretion, to withhold out of any payment (final or otherwise) such sums as the Port Authority may deem ample to protect it against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as the Port Authority may deem proper to secure such protection or satisfy such claims. All sums so applied shall be deducted from the Contractor's compensation. Omission by the Port Authority to withhold out of any payment, final or otherwise, a sum for any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be deemed to indicate that the Port Authority does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of the Port Authority to withhold and apply monies nor any exercise or attempted exercise of, or omission to exercise, such rights by the Port Authority shall create any obligation of any kind to such supplier, subcontractors, worker or other third persons. If, however, the payment of any amount due the Contractor shall be improperly delayed, the Port

Authority shall pay the Contractor interest thereon at the rate of 6% per annum for the period of the delay, it being agreed that such interest shall be in lieu of and in liquidation of any damages to the Contractor because of such delay.

i. If the Port Authority has paid any sum or has incurred any obligation or expense which the Contractor has agreed to pay or reimburse the Port Authority, or if the Port Authority is required or elects to pay any sum or sums or incurs any obligations or expense by reason of the failure, neglect or refusal of the Contractor to perform or fulfill any one or more of the conditions, covenants, or agreements contained in this Contract, or as a result of an act of omission of the Contractor contrary to the said conditions, covenants and agreements, the Contractor shall pay to the Port Authority the sum or sums so paid or expense so incurred, including all interests, costs and damages, promptly upon the receipt of the Port Authority's statement therefore. The Port Authority may, however, in its discretion, elect to deduct said sum or sums from any payment payable by it to the Contractor.

j. If the Port Authority pays any installment to the Contractor without reducing said installment as provided in this Contract, it may reduce any succeeding installment by the proper amount, or it may bill the Contractor for the amount by which the installment paid should have been reduced and the Contractor shall pay to the Port Authority any such amount promptly upon receipt of the Port Authority's statement therefore.

k. The Port Authority shall also have the rights set forth above in the event the Contractor shall become insolvent or bankrupt or if his affairs are placed in the hands of a receiver, trustee or assignee for the benefit of creditors.

15. Sales or Compensating Use Taxes

Sales to the Port Authority are currently exempt from New York and New Jersey State and local sales and compensating use taxes and generally from federal taxation. The Contractor certifies that there are no such taxes included in the prices for this Contract. The Contractor shall retain a copy of this Contract to substantiate the exempt sale.

The compensation set forth in this Agreement is the complete compensation to the Contractor, and the Port Authority will not separately reimburse the Contractor for any taxes unless specifically set forth in this Agreement.

16. No Estoppel or Waiver

The Port Authority shall not be precluded or estopped by any payment, final or otherwise, issued or made under this Contract, from showing at any time the true amount and character of the services performed, or from showing that any such payment is incorrect or was improperly issued or made; and the Port Authority shall not be precluded or estopped, notwithstanding any such payment, from recovering from the Contractor any damages which it may sustain by reason of any failure on its part to comply strictly with this Contract, and any moneys which may be paid to it or for its account in excess of those to which it is lawfully entitled.

No cancellation, rescission or annulment hereof, in whole or as to any part of the services to be provided hereunder, or because of any breach hereof, shall be deemed a waiver of any money damages to which the Port Authority may be entitled because of such breach. Moreover, no waiver by the Authority of any breach of this Contract shall be deemed to be a waiver of any other or any subsequent breach.

17. Records and Reports

The Contractor shall set up, keep and maintain (and shall cause its subcontractors to set up, keep and maintain) in accordance with generally accepted accounting practice during the term of this Agreement and any extensions thereof and for three years after the expiration, termination or revocation thereof, records, payroll records and books of account (including, but not limited to, records of original entry and daily

forms, payroll runs, cancelled checks, time records, union agreements, contracts with health, pension and other third party benefit providers) recording all transactions of the Contractor(and its subcontractors), at, through or in any way connected with or related to the operations of the Contractor (and its subcontractors) hereunder, including but not limited to all matters relating to the charges payable to the Contractor hereunder, all wages and supplemental benefits paid or provided to or for its employees (and its subcontractors' employees) and such additional information as the Port Authority may from time to time and at any time require, and also including, if appropriate, recording the actual number of hours of service provided under the Contract, and keeping separate records thereof which records and books of account shall be kept at all times within the Port District. The Contractor shall permit (and cause its subcontractors to permit) in ordinary business hours during the term of this Agreement including any extensions thereof and for three years thereafter the examination and audit by the officers, employees and representatives of the Port Authority of such records and books of account and also any records and books of account of any company which is owned or controlled by the Contractor, or which owns or controls the Contractor if said company performs services similar to those performed by the Contractor anywhere in the Port District. However, if within the aforesaid three year period the Port Authority has notified the Contractor in writing of a pending claim by the Port Authority under or in connection with this Contract to which any of the aforesaid records and documents of the Contractor or of its subcontractors relate either directly or indirectly, then the period of such right of access shall be extended to the expiration of six years from the date of final payment with respect to the records and documents involved.

The Contractor (and its subcontractors) shall, at its own expense, install, maintain and use such equipment and devices for recording the labor hours of the service as shall be appropriate to its business and necessary or desirable to keep accurate records of the same and as the general manager or the Facility Manager may from time to time require, and the Contractor (and its subcontractors) shall at all reasonable times allow inspection by the agents and employees of the Port Authority of all such equipment or devices.

a. The Contractor hereby further agrees to furnish to the Port Authority from time to time such written reports in connection with its operations hereunder as the Port Authority may deem necessary or desirable. The format of all forms, schedules and reports furnished by the Contractor to the Port Authority shall be subject to the continuing approval of the Port Authority.
b. No provision in this Contract giving the Port Authority a right of access to records and documents is intended to impair or affect any right of access to records and documents which they would have in the absence of such provision. Additional record keeping may be required under other sections of this Contract.

18. General Obligations

a. Except where expressly required or permitted herein to be oral, all notices, requests, consents and approvals required to be given to or by either party shall be in writing and all such notices, requests, consents and approvals shall be personally delivered to the other party during regular business hours or forwarded to such party by United States certified mail, return receipt requested, addressed to the other party at its address hereinbefore or hereafter provided. Until further notice the Contractor hereby designates the address shown on the bottom of the Contractors Signature Sheet as their address to which such notices, requests, consents, or approvals may be forwarded. All notices, requests, consents, or approvals of the Contractor shall be forwarded to the Manager at the Facility.
b. The Contractor shall comply with the provisions of all present and future federal, state and municipal laws, rules, regulations, requirements, ordinances, orders and directions which pertain to its operations under this Contract and which affect the Contract or the performance thereof and those engaged therein as if the said Contract were being performed for a private corporation, except where stricter requirements are contained in the Contract in which case the Contract shall control. The Contractor shall procure for itself all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Contractor's operations hereunder which may be

necessary for the Contractor's operations. The Contractor's obligation to comply with governmental requirements are not to be construed as a submission by the Port Authority to the application to itself of such requirements.

c. The Contractor shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed on its property or operations hereunder or income therefrom, and shall make all applications, reports and returns required in connection therewith.

d. The Contractor shall, in conducting its operations hereunder, take all necessary precautions to protect the general environment and to prevent environmental pollution, contamination, damage to property and personal injury. In the event the Contractor encounters material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or any other hazardous material, in conducting its operations hereunder, the Contractor shall immediately stop Work in the area affected and report the condition in writing to the Manager. Work in the affected area shall not thereafter be resumed by the Contractor except upon the issuance of a written order to that effect from the Manager.

e. The Contractor shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, standard orders and directions of the American Insurance Association, the Insurance Services Office, National Fire Protection Association, and any other body or organization exercising similar functions which may pertain or apply to the Contractor's operations hereunder.

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

1. 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
2. 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
3. in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risk normally attendant upon the operations contemplated by this Contract; or
4. may cause or produce in the premises, or upon the Facility any unusual, noxious or objectionable smoke, gases, vapors, odors; or
5. 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
6. 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.

f. If by reason of the Contractor's failure to comply with the provisions of this Section and provided the Port Authority has given the Contractor five (5) days written notice of its failure and the Contractor shall not have cured said failure within said five (5) days, 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 Contractor shall on demand pay the Port Authority that part of all fire insurance, extended coverage or rental insurance premiums paid or payable by the Port Authority which shall have been charged because of such violations by the Contractor.\

g. The Contractor shall conduct its operations hereunder so as not to endanger, unreasonably interfere with, or delay the operations or activities of any tenants or occupants on the premises or the Facility and, moreover, shall use the same degree of care in performance on the premises as would be required by law of the Port Authority and shall conduct operations hereunder in a courteous, efficient and safe manner.

h. The Contractor shall provide such equipment and medical facilities as may be necessary to supply first aid service in case of accidents to its personnel who may be injured in the furnishing of service hereunder. The Contractor shall maintain standing arrangements for the removal and hospital treatment of any of its personnel who may be injured.

19. Assignments and Subcontracting

a. The Contractor shall not sell, transfer, mortgage, pledge, subcontract or assign this Contract or any part thereof or any of the rights granted hereunder or any moneys due or to become due to it hereunder or enter into any contract requiring or permitting the doing of anything hereunder by an independent Contractor, without the prior written approval of the Port Authority, and any such sale, transfer, mortgage, pledge, subcontract, assignment or contract without such prior written approval shall be void as to the Port Authority.

b. All subcontractors who provide permanent personnel to the Contractor for work under this Contract shall be given written notice to comply with all requirements of the Contract. The Contractor shall be responsible and liable for the performance and acts of each subcontractor.

c. All persons to whom the Contractor sublets services shall be deemed to be its agents and no subletting or approval thereof shall be deemed to release this Contractor from its obligations under this Contract or to impose any obligations on the Port Authority to such subcontractor or to give the subcontractor any rights against the Port Authority.

20. Indemnification and Risks Assumed By The Contractor

To the extent permitted by law, the Contractor shall indemnify and hold harmless the Port Authority, its Commissioners, officers, representatives and employees from and against all claims and demands, just or unjust, of third persons (including employees, officers, and agents of the Port Authority) arising out of or in any way connected or alleged to arise out of or alleged to be in any way connected with the Contract and all other services and activities of the Contractor under this Contract and for all expenses incurred by it and by them in the defense, settlement or satisfaction thereof, including without limitation thereto, claims and demands for death, for personal injury or for property damage, direct or consequential, whether they arise from the acts or omissions of the Contractor, of the Port Authority, of third persons, or from the acts of God or the public enemy, or otherwise, including claims and demands of any local jurisdiction against the Port Authority in connection with this Contract.

The Contractor assumes the following risks, whether such risks arise from acts or omissions (negligent or not) of the Contractor, the Port Authority or third persons or from any other cause, excepting only risks occasioned solely by affirmative willful acts of the Port Authority done subsequent to the opening of proposals on this Contract, and shall to the extent permitted by law indemnify the Port Authority for all loss or damage incurred in connection with such risks:

a. The risk of any and all loss or damage to Port Authority property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions, on or off the premises, the loss or damage of which shall arise out of the Contractor's operations hereunder. The Contractor shall if so directed by the Port Authority, repair, replace or rebuild to the satisfaction of the Port Authority, any and all parts of the premises or the Facility which may be damaged or destroyed by the acts or omissions of the Contractor, its officers, agents, or employees and if the Contractor shall fail so to repair, replace, or rebuild with due diligence the Port Authority may, at its option, perform any of the foregoing work and the Contractor shall pay to the Port Authority the cost thereof.

b. The risk of any and all loss or damage of the Contractor's property, equipment (including but not limited to automotive and/or mobile equipment) materials and possessions on the Facility.

c. The risk of claim, whether made against the Contractor or the Port Authority, for any and all loss or damages occurring to any property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions of the Contractor's agents, employees, materialmen and others performing work hereunder.

d. The risk of claims for injuries, damage or loss of any kind just or unjust of third persons arising or alleged to arise out of the performance of work hereunder, whether such claims are made against the Contractor or the Port Authority.

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

Neither the requirements of the Port Authority under this Contract, nor of the Port Authority of the methods of performance hereunder nor the failure of the Port Authority to call attention to improper or inadequate methods or to require a change in the method of performance hereunder nor the failure of the Port Authority to direct the Contractor to take any particular precaution or other action or to refrain from doing any particular thing shall relieve the Contractor of its liability for injuries to persons or damage to property or environmental impairment arising out of its operations.

21. Approval of Methods

Neither the approval of the Port Authority of the methods of furnishing services hereunder nor the failure of the Port Authority to call attention to improper or inadequate methods or to require a change in the method of furnishing services hereunder, nor the failure of the Port Authority to direct the Contractor to take any particular precautions or to refrain from doing any particular thing shall relieve the Contractor of its liability for injuries to persons or damage to property or environmental impairment arising out of its operations.

22. Safety and Cleanliness

a. The Contractor shall, in the furnishing of services hereunder, exercise every precaution to prevent injury to person or damage to property or environmental impairment and avoid inconvenience to the occupants of or any visitors to the Facility. The Contractor shall, without limiting the generality hereof, place such personnel, erect such barricades and railings, give such warnings, display such lights, signals or signs, place such cones and exercise precautions as may be necessary, proper or desirable.

b. The Contractor shall in case of unsafe floor conditions due to construction, wetness, spillage, sickness and all other types of hazardous conditions proceed to rope off the unsafe area and place appropriate warnings signs to prevent accidents from occurring. The Contractor shall clean said area to the satisfaction of the Manager.

c. The Contractor shall at all times maintain in a clean and orderly condition and appearance any and all facilities provided by the Port Authority for the Contractor's operations, and all fixtures, sink closets, equipment, and other personal property of the Port Authority which are located in said facilities.

23. Accident Reports

The Contractor shall promptly report in writing to the Manager of the Facility and to the Deputy Chief, Litigation Management of the Port Authority all accidents whatsoever arising out of or in connection with its operations hereunder and which result in death or injury to persons or damage to property, setting forth such details thereof as the Port Authority may desire. In addition, if death or serious injury or serious damage is caused, such accidents shall be immediately reported by telephone to the aforesaid representatives of the Port Authority.

24. Trash Removal

The Contractor shall remove daily from the Facility by means provided by the Contractor all garbage, debris and other waste material (solid or liquid) arising out of or in connection with its operations hereunder, and any such garbage, debris and other waste material not immediately removed shall be temporarily stored in a clear and sanitary condition, approved by the Facility Manager and shall be kept covered except when filling

or emptying them. The Contractor shall exercise care in removing such garbage, debris and other waste materials from the Facility. The manner of such storage and removal shall always be subject in all respects to the continual approval of the Port Authority. No equipment or facilities of the Port Authority shall be used in 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 Facility.

25. Lost and Found Property

The Contractor shall instruct its personnel that all items of personal property found by the Contractor's employees at the Site must be turned in to the Port Authority and a receipt will be issued therefor.

26. Property of the Contractor

a. All property of the Contractor at the Site by virtue of this Contract shall be removed on or before the expiration or sooner termination or revocation of this Contract.

b. If the Contractor shall fail to remove its property upon the expiration, termination or revocation of this Contract the Port Authority may, at its option, dispose of such property as waste or as agent for the Contractor and at the risk and expense of the Contractor, 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 (30) days may sell the same in accordance with any method deemed appropriate; the proceeds of any such sale shall be applied first, to the expenses of sale and second, to any sums owed by the Contractor to the Port Authority; any balance remaining shall be paid to the Contractor. Any excess of the total cost of removal, storage and sale and other costs incurred by the Port Authority as a result of such failure of performance by the Contractor over the proceeds of sale shall be paid by the Contractor to the Port Authority upon demand.

27. Modification of Contract

This Contract may not be changed except in writing signed by the Port Authority and the Contractor. The Contractor agrees that no representation or warranties shall be binding upon the Port Authority unless expressed in writing in this Contract.

28. Invalid Clauses

If any provision of this Contract shall be such as to destroy its mutuality or to render it invalid or illegal, then, if it shall not appear to have been so material that without it the Contract would not have been made by the parties, it shall not be deemed to form part thereof but the balance of the Contract shall remain in full force and effect.

29. Approval of Materials, Supplies and Equipment

Only Port Authority approved materials, supplies, and equipment are to be used by the Contractor in performing the Work hereunder. Inclusion of chemical containing materials or supplies on the Port Authority Approved Products List – Environmental Protection Supplies constitutes approval. The list may be revised from time to time and at any time by the Port Authority and it shall be incumbent upon the Contractor to obtain the most current list from the Manager of the Facility.

At anytime during the Solicitation, pre-performance or performance periods, the Contractor may propose the use of an alternate product or products to those on the Approved Products List – Environmental Protection Supplies, which product(s) shall be subject to review and approval by the Port Authority. Any alternate product so approved by the Port Authority may be used by the Contractor in performing the Services hereunder. Until such approval is given, only products on the Approved Products List – Environmental Protection Supplies may be used.

30. Intellectual Property

The right to use all patented materials, appliances, processes of manufacture or types of construction, trade and service marks, copyrights and trade secrets, collectively hereinafter referred to as "Intellectual Property Rights", in the performance of the work, shall be obtained by the Contractor without separate or additional compensation. Where the services under this Agreement require the Contractor to provide materials, equipment or software for the use of the Port Authority or its employees or agents, the Port Authority shall be provided with the Intellectual Property Rights required for such use without further compensation than is provided for under this Agreement.

The Contractor shall indemnify the Port Authority against and save it harmless from all loss and expense incurred as a result of any claims in the nature of Intellectual Property Rights infringement arising out of the Contractor's or Port Authority's use, in accordance with the above immediately preceding paragraph, of any Intellectual Property. The Contractor, if requested, shall conduct all negotiations with respect to and defend such claims. If the Contractor or the Port Authority, its employees or agents be enjoined either temporarily or permanently from the use of any subject matter as to which the Contractor is to indemnify the Port Authority against infringement, then the Port Authority may, without limiting any other rights it may have, require the Contractor to supply temporary or permanent replacement facilities approved by the Manager, and if the Contractor fails to do so the Contractor shall, at its expense, remove all such enjoined facilities and refund the cost thereof to the Port Authority or take such steps as may be necessary to insure compliance by the Contractor and the Port Authority with said injunction, to the satisfaction of the Port Authority.

In addition, the Contractor shall promptly and fully inform the Director in writing of any intellectual property rights disputes, whether existing or potential, of which it has knowledge, relating to any idea, design, method, material, equipment or any other matter related to the subject matter of this Agreement or coming to its attention in connection with this Agreement.

31. Contract Records and Documents – Passwords and Codes

When the performance of the contract services requires the Contractor to produce, compile or maintain records, data, drawings, or documents of any kind, regardless of the media utilized, then all such records, drawings, data and documents which are produced, prepared or compiled in connection with this contract, shall become the property of the Port Authority, and the Port Authority shall have the right to use or permit the use of them and any ideas or methods represented by them for any purpose and at any time without other compensation than that specifically provided herein.

When in the performance of the contract services the Contractor utilizes passwords or codes for any purpose, at any time during or after the performance of such services, upon written request by the Authority, the Contractor shall make available to the designated Authority representative all such passwords and codes.

32. High Security Areas

a. Services under the Contract may be required in high security areas, as the same may be designated by the Manager from time to time. The Port Authority shall require the observance of certain security

procedures with respect to the high security areas, which may include the escort to, at, and/or from said high security areas by security personnel designated by the Contractor or any subcontractor's personnel required to work therein.

b. Twenty-four hours prior to the proposed performance of any work in a high security area, the Contractor shall notify the Manager. The Contractor shall conform to the procedures as may be established by the Manager from time to time and at any time for access to high security areas and the escorting of personnel hereunder. Prior to the start of work, the Contractor shall request a description from the Manager of the high security areas which will be in effect on the commencement date. The description of high security areas may be changed from time to time and at any time by the Manager during the term of the Contract.

33. Notification of Security Requirements

The Port Authority operates facilities and systems, at which terrorism or other criminal acts may have a significant impact on life safety and key infrastructures. The Authority reserves the right to impose multiple layers of security requirements on the performance of the Contract work, including on the Contractor, its staff and subcontractors and their staffs depending upon the level of security required, as determined by the Authority. The Contractor shall and shall instruct its subcontractors to cooperate with Authority staff in adopting security requirements. These security requirements may include but may not be limited to the following:

i. Identity Checks and Background Screening

Contractor/subcontractor identity checks and background screening shall include but shall not be limited to: (1) inspection of not less than two forms of valid/current government issued identification (at least one having an official photograph) to verify staff's name and residence; (2) screening of federal, state, and/or local criminal justice agency information databases and files; (3) screening of any terrorist identification files; (4) multi-year check of personal, employment and /or credit history; (5) access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning.

The Contractor may be required to have its staff, and any subcontractor's staff, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. If the Authority directs the Contractor to have identity checks and background screening performed by a particular firm designated by the Authority, the Authority will compensate the Contractor for the cost of such screening pursuant to the Extra Work provisions of the Contract.

ii. Issuance of Photo Identification cards:

If the Authority requires facility-specific identification cards for the Contractor's and subcontractors' staff, the Authority will supply such identification cards at no cost to the Contractor.

iii. Access control, inspection, and monitoring by security guards:

The Authority will provide for facility access control, inspection and monitoring by Authority retained security guards. Should the Authority require the Contractor to hire security guards for the purpose of facility access control and inspection in lieu of or in addition to the Authority retained facility security guards, the Contractor will be reimbursed for the cost of such security guards pursuant to the Extra Work provisions of the Contract. However, this provision shall not relieve the Contractor of its responsibility to secure its equipment and work at the facility at its own expense.

The Authority may impose, increase, and/or upgrade security requirements for the Contractor, subcontractors and their staffs during the term of this Contract to address changing security conditions

and/or new governmental regulations.

34. Construction In Progress

The Contractor recognizes that construction may be in progress at the Facility and may continue throughout the term of this Contract. Notwithstanding, the Contractor shall at all times during the term hereof maintain the same standards of performance and cleanliness as prevails in non-affected areas as required by the standards hereunder.

35. Permit-Required Confined Space Work

Prior to commencement of any work, the Contractor shall request and obtain from the Port Authority a description of all spaces at the facility which are permit-required confined spaces requiring issuance of an OSHA permit.

Prior to the commencement of any work in a permit-required confined space at a Port Authority facility requiring issuance of an OSHA permit, the Contractor shall contact the Manager to obtain an Authority Contractor Permit-Required Confined Space Notification form. The notification form must be filled out and submitted prior to commencing permit-required confined space work. All confined space work shall be performed in accordance with all applicable OSHA requirements. The Contractor shall provide its employees with a copy of its own company permit and shall furnish the Port Authority with a copy of the permit upon completion of the work. The Contractor must supply all equipment required for working in a confined space.

36. Signs

Except with the prior written approval of the Port Authority, the Contractor shall not erect, maintain or display any signs or posters or any advertising on or about the Facility.

37. Vending Machines, Food Preparation

The Contractor shall not install, maintain or operate on the Facility, or on any other Port Authority property, any vending machines without the prior written approval of the Port Authority. No foods or beverages shall be prepared or consumed at the Facility by any of the Contractor's employees except in areas as may be specifically designated by the Port Authority for such purpose.

38. Non-Publication

The Contractor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest of is in any way undesirable.

39. Time is of the Essence

Time is of the essence in the Contractor's performance of this Contract inasmuch as the Work to be performed will affect the operation of public facilities.

40. Holidays

The following holidays will be observed at the Site:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day

Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving
Christmas Day	

This list is subject to periodic revision and the Contractor shall be responsible for obtaining all updated lists from the office of the Manager. If any such holiday falls on a Sunday then the next day shall be considered the holiday and/or if any such holiday falls on a Saturday then the preceding day shall be considered the holiday.

41. Personnel Standards

In addition to any specific personnel requirements that may be required under the clause entitled "Personnel Requirements" in the Specifications, the Contractor (and any Subcontractor) shall furnish competent and adequately trained personnel to perform the Work hereunder. If, in the opinion of the Manager, any employee so assigned is performing their functions unsatisfactorily, they shall be replaced by the Contractor within twenty-four (24) hours following the Contractor's receipt of the Manager's request for such replacement.

All Contractor's employees performing Work hereunder shall have the ability to communicate in the English language to the extent necessary to comprehend directions given by either the Contractor's supervisory staff or by the Manager's staff. Any employee operating a motor vehicle must have a valid driver's license.

42. General Uniform Requirements for Contractor's Personnel

In addition to any specific uniform requirements that may be required by the Specifications, uniforms must be worn at all times during which the Services are being performed hereunder. The Contractor agrees that his/her employees will present a neat, clean and orderly appearance at all times. Uniforms shall include the Contractor's identification badge with picture ID bearing the employee's name. All uniforms, colors, types and styles shall be subject to the prior approval of the Manager. The Contractor will also be responsible for ensuring that its employees are wearing shoes appropriate for the tasks performed. The Manager shall have the right to require removal of any employee who shall fail to wear the proper uniform and shoes, and the exercise of this right shall not limit the obligation of the Contractor to perform the Services or to furnish any required number of employees at a specific location at the Site as specified.

43. Labor, Equipment and Materials Supplied by the Contractor

The Contractor shall, at all times during the performance of this Contract, furnish all necessary labor, supervision, equipment and materials necessary for the prompt and efficient performance of the Work, whether such materials and equipment are actually employed in the furnishing of the Work or whether incidental thereto.

All materials used by the Contractor in furnishing Work hereunder shall be of such quality as to accomplish the purposes of this Contract and the Services to be furnished hereunder in such manner so as not to damage any part of the Site.

The Port Authority by its officers, employees and representatives shall have the right at all times to examine the supplies, materials and equipment used by the Contractor, to observe the operations of the Contractor, its agents, servants and employees and to do any act or thing which the Port Authority may be obligated or have the right to do under this Contract or otherwise.

All equipment, materials and supplies used in the performance of this Contract required hereunder shall be used in accordance with their manufacturer's instructions.

Materials and supplies to be provided by the Contractor hereunder shall comply with OSHA and all

applicable regulations.

44. Contractor's Vehicles – Parking - Licenses

At the discretion of the Manager, the Port Authority may permit the Contractor during the effective period of this Contract to park vehicle(s) used by it in its operations hereunder in such location as may from time to time or at any time be designated by the Manager. The Contractor shall comply with such existing rules, regulations and procedures as are now in force and such reasonable future rules, regulations and procedures as may hereafter be adopted by the Port Authority for the safety and convenience of persons who park automotive vehicles in any parking area at the Site or for the safety and proper persons who park automotive vehicles in any parking area at the Site or for the safety and proper identification of such vehicles, and the Contractor shall also comply with any and all directions pertaining to such parking which may be given from time to time and at any time by the Manager. Any vehicle used by the Contractor hereunder shall be marked or placarded, identifying it as the Contractor's vehicle.

45. Manager's Authority

In the performance of the Work hereunder, the Contractor shall conform to all orders, directions and requirements of the Manager and shall perform the Work hereunder to the satisfaction of the Manager at such times and places, by such methods and in such manner and sequence as he/she may require, and the Contract shall at all stages be subject to his/her inspection. The Manager shall determine the amount, quality, acceptability and fitness of all parts of the Work and shall interpret the Specifications and any orders for Extra Work. The Contractor shall employ no equipment, materials, methods or staff or personnel to which the Manager objects. Upon request, the Manager shall confirm in writing any oral order, direction, requirement or determination.

The Manager shall have the authority to decide all questions in connection with the Services to be performed hereunder. The exercise by the Manager of the powers and authorities vested in him/her by this section shall be binding and final upon the Port Authority and the Contractor.

46. Price Preference

If this solicitation has not been set aside for the purposes of making an award based on bids solicited from Port Authority certified Minority Business, Women Business or Small Business Enterprises as indicated by the bidder pre-requisites in Part II hereof, for awards of contracts, not exceeding $1,000,000, for:

(a) Services, a price preference of 5% is available for New York or New Jersey Small Business Enterprises (SBE); or

(b) Services (excluding Janitorial/Cleaning Services), a price preference of 10% is available for New York or New Jersey Minority or Women Business Enterprises (M/WBE),

certified by the Port Authority by the day before the bid opening.

If the Bidder is a Port Authority certified MBE, WBE or SBE, enter the applicable date(s) certification was obtained in the space provided on the Signature Sheet attached hereto.

47. Good Faith Participation

If specified as applicable to this Contract, the Contractor shall use every good-faith effort to provide for meaningful participation by certified Minority Business Enterprises (MBEs) and certified Women-owned Business Enterprises (WBEs) as defined in the Standard Contract Terms and Conditions for Goods and Services, in all purchasing, subcontracting and ancillary service opportunities associated with this Contract, including purchase of equipment, supplies and labor services.

Good Faith efforts to include participation by MBEs/WBEs shall include the following:

a. Dividing the services and materials to be procured into small portions, where feasible.

b. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBEs/WBEs as may be appropriate.

c. Soliciting services and materials, to be procured, from the Directory of MBEs/WBEs, a copy of which can be obtained by contacting Small Business Programs at (212) 435-7819 or seeking MBEs/WBEs from other sources.

d. Insuring that provision is made to provide progress payments to MBEs/WBEs on a timely basis.

PART III CONTRACTOR'S INTEGRITY PROVISIONS

1. Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information

By bidding on this Contract, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that the Bidder and each parent and/or affiliate of the Bidder has not

a. been indicted or convicted in any jurisdiction;
b. been suspended, debarred, found not responsible or otherwise disqualified from entering into any contract with any governmental agency or been denied a government contract for failure to meet standards related to the integrity of the Bidder;
c. had a contract terminated by any governmental agency for breach of contract or for any cause based in whole or in part on an indictment or conviction;
d. ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Bid;
e. had any business or professional license suspended or revoked or, within the five years prior to bid opening, had any sanction imposed in excess of $50,000 as a result of any judicial or administrative proceeding with respect to any license held or with respect to any violation of a federal, state or local environmental law, rule or regulation;
f. had any sanction imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust regardless of the dollar amount of the sanctions or the date of their imposition; and
g. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

2. Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees

By bidding on this Contract, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that

a. the prices in its bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
b. the prices quoted in its bid have not been and will not be knowingly disclosed directly or indirectly by the Bidder prior to the official opening of such bid to any other bidder or to any competitor;
c. no attempt has been made and none will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
d. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which

would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996 (a copy of which is available upon request to the individual named in the clause hereof entitled "Bidder's Questions"), nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;

e. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Bidder for the purpose of securing business, has been employed or retained by the Bidder to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency; and

f. the bidder has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract.

The foregoing certifications shall be deemed to be made by the Bidder as follows:

* if the Bidder is a corporation, such certification shall be deemed to have been made not only with respect to the Bidder itself, but also with respect to each parent, affiliate, director, and officer of the Bidder, as well as, to the best of the certifier's knowledge and belief, each stockholder of the Bidder with an ownership interest in excess of 10%;
* if the Bidder is a partnership, such certification shall be deemed to have been made not only with respect to the Bidder itself, but also with respect to each partner.

Moreover, the foregoing certifications, if made by a corporate Bidder, shall be deemed to have been authorized by the Board of Directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of such certification as the act and deed of the corporation.

In any case where the Bidder cannot make the foregoing certifications, the Bidder shall so state and shall furnish with the signed bid a signed statement which sets forth in detail the reasons therefor. If the Bidder is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its bid, setting forth in such statement the reasons for its uncertainty.

Notwithstanding that the Bidder may be able to make the foregoing certifications at the time the bid is submitted, the Bidder shall immediately notify the Authority in writing during the period of irrevocability of bids on this Contract of any change of circumstances which might under this clause make it unable to make the foregoing certifications or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Bidder with full knowledge that they would become a part of the records of the Authority and that the Authority will rely on their truth and accuracy in awarding this Contract. In the event that the Authority should determine at any time prior or subsequent to the award of this Contract that the Bidder has falsely certified as to any material item in the foregoing certifications or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed, the Authority may determine that the Bidder is not a responsible Bidder with respect to its bid on the Contract or with respect to future bids on Authority contracts and may exercise such other remedies as are provided to it by the Contract with respect to these matters. In addition, Bidders are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g. New York Penal Law, Section 175.30 et seq.). Bidders are also advised that the inability to make such certification will not in and of itself disqualify a Bidder, and that in each instance the Authority will evaluate the reasons therefor provided by the Bidder. Under certain circumstances the Bidder may be required as a condition of Contract award to enter into a Monitoring Agreement under which it will be

required to take certain specified actions, including compensating an independent Monitor to be selected by the Port Authority, said Monitor to be charged with, among other things, auditing the actions of the Bidder to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Port Authority.

3. Bidder Eligibility for Award of Contracts - Determination by an Agency of the State of New York or New Jersey Concerning Eligibility to Receive Public Contracts

Bidders are advised that the Authority has adopted a policy to the effect that in awarding its contracts it will honor any determination by an agency of the State of New York or New Jersey that a Bidder is not eligible to bid on or be awarded public contracts because the Bidder has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing rate of wage legislation.

The policy permits a Bidder whose ineligibility has been so determined by an agency of the State of New York or New Jersey to submit a bid on a Port Authority contract and then to establish that it is eligible to be awarded a contract on which it has bid because (i) the state agency determination relied upon does not apply to the Bidder, or (ii) the state agency determination relied upon was made without affording the Bidder the notice and hearing to which the Bidder was entitled by the requirements of due process of law, or (iii) the state agency determination was clearly erroneous or (iv) the state determination relied upon was not based on a finding of conduct demonstrating a lack of integrity or violation of a prevailing rate of wage law.

The full text of the resolution adopting the policy may be found in the Minutes of the Authority's Board of Commissioners meeting of September 9, 1993.

4. No Gifts, Gratuities, Offers of Employment, Etc.

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

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

The Contractor shall insure that no gratuities of any kind or nature whatsoever shall be solicited or accepted by it and by its personnel for any reason whatsoever from the passengers, tenants, customers or other persons using the Facility and shall so instruct its personnel.

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

The Contractor shall include the provisions of this clause in each subcontract entered into under this Contract.

5. Conflict of Interest

During the term of this Contract, the Contractor shall not participate in any way in the preparation, negotiation or award of any contract (other than a contract for its own services to the Authority) to which it is contemplated the Port Authority may become a party, or participate in any way in the review or resolution of a claim in connection with such a contract if the Contractor has a substantial financial interest in the contractor or potential contractor of the Port Authority or if the Contractor has an arrangement for future employment or for any other business relationship with said contractor or potential contractor, nor shall the Contractor at any time take any other action which might be viewed as or give the appearance of conflict of interest on its part. If the possibility of such an arrangement for future employment or for another business arrangement has been or is the subject of a previous or current discussion, or if the Contractor has reason to believe such an arrangement may be the subject of future discussion, or if the Contractor has any financial interest, substantial or not, in a contractor or potential contractor of the Authority, and the Contractor's participation in the preparation, negotiation or award of any contract with such a contractor or the review or resolution of a claim in connection with such a contract is contemplated or if the Contractor has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest, the Contractor shall immediately inform the Director in writing of such situation giving the full details thereof. Unless the Contractor receives the specific written approval of the Director, the Contractor shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. In the event the Director shall determine that the performance by the Contractor of a portion of its Services under this Agreement is precluded by the provisions of this numbered paragraph, or a portion of the Contractor's said Services is determined by the Director to be no longer appropriate because of such preclusion, then the Director shall have full authority on behalf of both parties to order that such portion of the Contractor's Services not be performed by the Contractor, reserving the right, however, to have the Services performed by others and any lump sum compensation payable hereunder which is applicable to the deleted work shall be equitably adjusted by the parties. The Contractor's execution of this document shall constitute a representation by the Contractor that at the time of such execution the Contractor knows of no circumstances, present or anticipated, which come within the provisions of this paragraph or which might otherwise be viewed as or give the appearance of a conflict of interest on the Contractor's part. The Contractor acknowledges that the Authority may preclude it from involvement in certain disposition/privatization initiatives or transactions that result from the findings of its evaluations hereunder or from participation in any contract which results, directly or indirectly, from the Services provided by the Contractor hereunder.

6. Definitions

As used in this section, the following terms shall mean:

Affiliate - Two or more firms are affiliates if a parent owns more than fifty percent of the voting stock of each of the firms, or a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the firms, or if the firms have a common proprietor or general partner.

Agency or Governmental Agency - Any federal, state, city or other local agency, including departments, offices, public authorities and corporations, boards of education and higher education, public development corporations, local development corporations and others.

Investigation - Any inquiries made by any federal, state or local criminal prosecuting agency and any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental agency. Except for inquiries concerning civil anti-trust investigations, the term does not include inquiries made by any civil government agency concerning compliance with any regulation, the nature of which does not carry criminal penalties, nor does it include any background investigations for employment, or Federal, State, and local inquiries into tax returns.

Officer - Any individual who serves as chief executive officer, chief financial officer, or chief operating officer of the Bidder by whatever titles known.

Parent - An individual, partnership, joint venture or corporation which owns more than 50% of the voting stock of the Bidder.

If the solicitation is a Request for Proposal:

Bid - shall mean Proposal;
Bidder - shall mean Proposer;
Bidding - shall mean submitting a Proposal.

In a Contract resulting from the taking of bids:

Bid - shall mean bid;
Bidder - shall mean Bidder;
Bidding - shall mean executing this Contract.

In a Contract resulting from the taking of Proposals:

Bid - shall mean Proposal;
Bidder - shall mean Proposer;
Bidding - shall mean executing this Contract.

Exhibit E

BLOCKED ACCOUNT AGREEMENT

EXHIBIT E

(Lockbox - Without Activation)

DEPOSIT ACCOUNT CONTROL AGREEMENT

This Agreement is entered into as of September ___, 2007, among Westfield Concession Management, LLC ("Company"), The Port Authority of New York and New Jersey ("Authority"), and Bank of America, N.A. ("Bank") with respect to the following:

A. Bank has agreed to establish and maintain for Company post office number 51065, Los Angeles, CA 90074-1065 (the "Lockbox Address") and deposit account number xxxxx-97405 (the "Account"). Bank performs the services described in Exhibit A, which includes receiving mail at the Lockbox Address, processing it and depositing checks and other payment instructions ("Checks") into the Account (the "Lockbox Service").

B. Company entered into a certain agreement dated as of September 1, 2007 with the Authority, pursuant to which the Company manages the concession program at Newark Liberty International Airport, Terminals A & B and acts as collection agent for the Authority with respect to rental payments from the Authority's concession tenants.

C. Company, Authority and Bank are entering into this Agreement to evidence Authority's security interest in the Account and such Checks and to provide for the disposition of net proceeds of Checks deposited in the Account.

Accordingly, Company, Authority and Bank agree as follows:

1. (a) This Agreement evidences Authority's control over the Account. A reasonable period of time, not to exceed two Business Days (defined below) following the effective date of this Agreement, Bank shall prevent Company from making any withdrawals from the Account. Notwithstanding anything to the contrary in the agreement between Bank and Company governing the Account, Bank will comply with instructions originated by Authority as set forth herein directing the disposition of funds in the Account without further consent of the Company.

(b) Company represents and warrants to Authority and Bank that it has not assigned or granted a security interest in the Account or any Check deposited in the Account, except to Authority.

(c) Company will not permit the Account to become subject to any other pledge, assignment, lien, charge or encumbrance of any kind, other than Authority's security interest referred to herein.

(d) The Account may receive merchant card deposits and chargebacks. Company acknowledges and agrees that within a reasonable period of time following the effective date of this Agreement chargebacks will be blocked from debiting the Account.

2. A reasonable period of time following the effective date of this Agreement, and continuing on each Business Day thereafter, Bank shall transfer all available balances in excess of $1,000.00 in the Account to Authority at its account specified below.

Bank Name:	Commerce Bank
Bank Address:	6000 Atrium Way, Mount Laurel, NJ 08054
ABA No.:	031201360
Account Name:	Port Authority of New York and New Jersey
Account No.:	A/R Lockbox Account # (Ex. 1)
Beneficiary's Name:	Port Authority of New York and New Jersey

A "Business Day" is each day except Saturdays, Sundays and Bank holidays. Funds are not available if, in the reasonable determination of Bank, they are subject to a hold, dispute or legal process preventing their withdrawal.

3. Bank agrees it shall not offset, charge, deduct or otherwise withdraw funds from the Account, except as permitted by Section 4, until it has been advised by Authority that this Agreement is terminated by means of a letter substantially in the form of the Termination Notice (defined below).

4. Bank is permitted to charge the Account:

(a) in the event any Check deposited into the Account is returned unpaid for any reason or for any breach of warranty claim; and

(b) for any ACH credit entries that may have been originated by Company but that have not settled on the effective date of this Agreement or for any entries, whether credit or debit, that are subsequently returned thereafter.

Fees and charges relating to the Account or associated with the Lockbox Service and this Agreement will be charged to another account (the "Billing Account") designated by the Company.

5. (a) If the balances in the Billing Account are not sufficient to compensate Bank for any fees or charges due Bank in connection with the Account, the Lockbox Service or this Agreement, Company agrees to pay Bank on demand the amount due Bank. Company will have breached this Agreement if it has not paid Bank, within five days after such demand, the amount due Bank.

(b) If the balances in the Account are not sufficient to compensate Bank for any returned Check, Company agrees to pay Bank on demand the amount due Bank. If Company fails to so pay Bank immediately upon demand, Authority agrees to pay Bank within five days after Bank's demand to Authority to pay any amount received by Authority with respect to such returned Check. The failure to so pay Bank shall constitute a breach of this Agreement.

(c) Company hereby authorizes Bank, without prior notice, from time to time to debit the Billing Account for the amount or amounts due Bank under subsection 5(b).

6. (a) Each Business Day, Bank will send any Checks not processed in accordance with the Lockbox Service set-up documents as well as any other materials, such as invoices, received at the Lockbox Address plus information regarding the deposit for the day to the address specified below for Company or as otherwise specified in writing by Company to Bank, and will send a copy of the deposit advice to the address specified below for Authority.

(b) In addition to the original Bank statement provided to Company, Bank will provide Authority with a duplicate of such statement.

7. (a) Bank will not be liable to Company or Authority for any expense, claim, loss, damage or cost ("Damages") arising out of or relating to its performance under this Agreement other than those Damages which result directly from its acts or omissions constituting negligence or intentional misconduct.

(b) In no event will Bank be liable for any special, indirect, exemplary or consequential damages, including but not limited to lost profits.

(c) Bank will be excused from failing to act or delay in acting, and no such failure or delay shall constitute a breach of this Agreement or otherwise give rise to any liability of Bank, if (i) such failure or delay is caused by circumstances beyond Bank's reasonable control, including but not limited to legal constraint, emergency conditions, action or inaction of governmental, civil or military authority, fire, strike, lockout or other labor dispute, war, riot, theft, flood, earthquake or other natural disaster, breakdown of public or private or common carrier communications or transmission facilities, equipment failure, or negligence or default of Company or Authority or (ii) such failure or delay resulted from Bank's reasonable belief that the action would have violated any guideline, rule or regulation of any governmental authority.

(d) Bank shall have no duty to inquire or determine whether Company's obligations to Authority are in default. Bank may rely on notices and communications it believes in good faith to be genuine and given by the appropriate party.

(e) Notwithstanding any of the other provisions in this Agreement, in the event of the commencement of a case pursuant to Title 11, United States Code, filed by or against Company, or in the event of the commencement of any similar case under then applicable federal or state law providing for the relief of debtors or the protection of creditors by or against Company, Bank may act as Bank deems necessary to comply with all applicable provisions of governing statutes and shall not be in violation of this Agreement as a result.

(f) Bank shall be permitted to comply with any writ, levy order or other similar judicial or regulatory order or process concerning the Lockbox Address, the Account or any Check and shall not be in violation of this Agreement for so doing.

8. (a) Company shall indemnify Bank against, and hold it harmless from, any and all liabilities, claims, costs, expenses and damages of any nature (including but not limited to allocated costs of staff counsel, other reasonable attorney's fees and any fees and expenses) in any way arising out of or relating to disputes or legal actions concerning Bank's provision of the services described in this Agreement. This section does not apply to any cost or damage attributable to the

gross negligence or intentional misconduct of Bank. Company's obligations under this section shall survive termination of this Agreement.

(b) Authority hereby agrees to indemnify, defend and hold harmless Bank against any loss, liability or expense (including but not limited to allocated costs of staff counsel, other reasonable attorney's fees and any fees and expenses) arising from Bank complying with any written instructions of Authority pursuant to this Agreement other than if related to Bank's gross negligence, bad faith, or willful misconduct. Authority's obligations under this section shall survive termination of this Agreement.

9. (a) Company shall pay to Bank, upon receipt of Bank's invoice, all costs, expenses and attorneys' fees (including allocated costs for in-house legal services) incurred by Bank in connection with the enforcement of this Agreement and any instrument or agreement required hereunder, including but not limited to any such costs, expenses and fees arising out of the resolution of any conflict, dispute, motion regarding entitlement to rights or rights of action, or other action to enforce Bank's rights in a case arising under Title 11, United States Code. Company agrees to pay Bank, upon receipt of Bank's invoice, all costs, expenses and attorneys' fees (including allocated costs for in-house legal services) incurred by Bank in the preparation and administration of this Agreement (including any amendments hereto or instruments or agreements required hereunder).

(b) Authority shall pay to Bank, upon receipt of Bank's invoice, all costs, expenses and attorneys' fees (including allocated costs for in-house legal services) incurred by Bank in connection with the enforcement against Authority of this Agreement and any instrument or agreement required hereunder to the extent that Bank is the prevailing party in such enforcement action.

10. Termination and Assignment of this Agreement shall be as follows:

(a) Authority may terminate this Agreement by providing notice substantially in the form of Attachment I ("Termination Notice") to Company and Bank that all of Company's obligations which are secured by Checks and the Account are paid in full. Authority may also terminate or it may assign this Agreement upon 30 days' prior written notice to Company and Bank. Bank may terminate this Agreement upon 30 days' prior written notice to Company and Authority. Company may not terminate this Agreement or the Lockbox Service except with the written consent of Authority and upon prior written notice to Bank.

(b) Notwithstanding subsection 10(a), Bank may terminate this Agreement at any time by written notice to Company and Authority if either Company or Authority breaches any of the terms of this Agreement, or any other agreement with Bank.

11. (a) Each party represents and warrants to the other parties that (i) this Agreement constitutes its duly authorized, legal, valid, binding and enforceable obligation; (ii) the performance of its obligations under this Agreement and the consummation of the transactions contemplated hereunder will not (A) constitute or result in a breach of its certificate or articles of incorporation, by-laws or partnership agreement, as applicable, or the provisions of any material contract to which it is a party or by which it is bound or (B) result in the violation of any law, regulation, judgment, decree or governmental order applicable to it; and (iii) all approvals and authorizations required to

permit the execution, delivery, performance and consummation of this Agreement and the transactions contemplated hereunder have been obtained.

(b) The parties each agree that it shall be deemed to make and renew each representation and warranty in subsection 11(a) on and as of each day on which Company uses the services set forth in this Agreement.

12. (a) This Agreement may be amended only by a writing signed by Company, Authority and Bank; except that Bank's charges are subject to change by Bank upon 30 days' prior written notice to Company.

(b) This Agreement may be executed in counterparts; all such counterparts shall constitute but one and the same agreement.

(c) This Agreement controls in the event of any conflict between this Agreement and any other document or written or oral statement. This Agreement supersedes all prior understandings, writings, proposals, representations and communications, oral or written, of any party relating to the subject matter hereof.

(d) This Agreement shall be interpreted in accordance with New York law without reference to that state's principles of conflicts of law.

13. Any written notice or other written communication to be given under this Agreement shall be addressed to each party at its address set forth on the signature page of this Agreement or to such other address as a party may specify in writing. Such notice shall be effective upon receipt.

14. Nothing contained in the Agreement shall create any agency, fiduciary, joint venture or partnership relationship between Bank and Company or Authority. Company and Authority agree that nothing contained in this Agreement, nor any course of dealing among the parties to this Agreement, shall constitute a commitment or other obligation on the part of Bank to extend credit to Company or Authority.

In Witness Whereof, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

Westfield Concession Management, LLC
("Company")

By: _____
Name: _____
Title: _____

Address for notices:
Westfield Concession Management, LLC
11601 Wilshire Blvd., 11th Floor
Los Angeles, CA 90025
Attn: Merna Eskandani, Director of
Treasury & Finance
Facsimile: 310-478-8278

and

Westfield Concession Management, LLC
2730 University Blvd., Suite LL6
Wheaton, MD 20902
Attn: VP-Management & Project Controller
Facsimile 301-942-0408

Port Authority of New York and New Jersey
("Authority")

By: _____
Name: _____
Title: _____

Address for notices:

Mr. Steve Borrelli
Treasury Dept - 12th Floor
The Port Authority of New York & New Jersey
225 Park Avenue South
New York, NY 10003
Facsimile 212-435-5818

Bank of America, N.A.
("Bank")

By: _____
Name: _____
Title: _____

Address for notices:

Bank of America, N. A.
Blocked Account Support - Baltimore
225 N. Calvert Street
Mail Code: MD4-301-10-38
Baltimore, Maryland 21202
Facsimile: 877-874-1851

and

Susan McNeice, AVP
Bank of America, N. A.
Blocked Account support - Baltimore
225 N. Calvert Street
Mail Code: MD4-301-10-38
Baltimore, Maryland 21202

Fax: 877-874-1851

EXHIBIT A
TO DEPOSIT ACCOUNT CONTROL AGREEMENT

STANDARD TERMS AND CONDITIONS

The Lockbox Service involves processing Checks that are received at a Lockbox Address established by Company as collection agent for the Authority. With this Service, Authority instructs its customers to mail checks it wants to have processed under the Service to the Lockbox Address. Bank picks up mail at the Lockbox Address according to its mail pick-up schedule. Bank will have unrestricted and exclusive access to the mail directed to the Lockbox Address. Bank will provide Company with the Lockbox Service for a Lockbox Address when Company has completed and Bank has received Bank's then current set-up documents for the Lockbox Address.

If Bank receives any mail containing Company's lockbox number at Bank's lockbox operations location (instead of the Lockbox Address), Bank may handle the mail as if it had been received at the Lockbox Address.

PROCESSING

Bank will handle Checks received at the Lockbox Address according to the applicable deposit account agreement, as if the Checks were delivered by Company to Bank for deposit to the Account, except as modified by these Terms and Conditions.

Bank will open the envelopes picked up from the Lockbox Address and remove the contents. For the Lockbox Address, Checks and other documents contained in the envelopes will be inspected and handled in the manner specified in the Company's set-up documents. Bank captures and reports information related to the lockbox processing, where available, if Company has specified this option in the set-up documents. Bank will endorse all Checks Bank processes for Company on Authority's behalf.

If Bank processes an unsigned check as instructed in the set-up documents, and the check is paid, but the account owner does not authorize payment, Company and Authority agree to indemnify Bank, the drawee bank (which may include Bank) and any intervening collecting bank for any liability or expense incurred by such indemnitee due to the payment and collection of the check.

If Company instructs Bank not to process a check bearing a handwritten or typed notation "Payment in Full" or words of similar import on the face of the check, Company understands that Bank has adopted procedures designed to detect Checks bearing such notations; however, Bank will not be liable to Company, the Authority or any other party for losses suffered if Bank fails to detect Checks bearing such notations.

RETURNED CHECK

Unless Company and Bank agree to another processing procedure, Bank will reclear a Check once which has been returned and marked "Refer to Maker," "Not Sufficient Funds" or "Uncollected Funds." If the Check is returned for any other reason or if the Check is returned a second time, Bank will debit the Account and return the Check to Company. Company agrees that Bank will not send a

returned item notice to Company for a returned Check unless Company and Bank have agreed otherwise.

ACCEPTABLE PAYEES

For the Lockbox Address, Company, on behalf of Authority, will provide to Bank the names of Acceptable Payees ("Acceptable Payee" means Authority's name and any other payee name provided to Bank by Company as an acceptable payee for Checks to be processed under the Lockbox Service). Bank will process a check only if it is made payable to an Acceptable Payee and if the check is otherwise processable. Company warrants that each Acceptable Payee is either (i) a variation of Authority's name or (ii) is an affiliate of Authority which has authorized Checks payable to it to be credited to the Account. Bank may treat as an Acceptable Payee any variation of any Acceptable Payee's name that Bank deems to be reasonable.

CHANGES TO PROCESSING INSTRUCTIONS

Company may request Bank orally or in writing to make changes to the processing instructions (including changes to Acceptable Payees) for any Lockbox Address by contacting its Bank representative, so long as such changes do not conflict with the terms of the Deposit Account Control Agreement. Bank will not be obligated to implement any requested changes until Bank has actually received the requests and had a reasonable opportunity to act upon them. In making changes, Bank is entitled to rely on instructions purporting to be from Company.

ATTACHMENT I
DEPOSIT ACCOUNT CONTROL AGREEMENT
Letterhead of Authority

_____, 200_

Bank of America, N.A.
_____
_____
Attn: _____

Re: **Termination of Deposit Account Control Agreement**

Account(s): _____

Ladies and Gentlemen:

Reference is made to that certain _____ dated as of _____, 200_ (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Agreement") among you, Westfield Concession Management, LLC (the "Company"), and us ("Authority"). You are hereby notified that the Agreement is terminated with respect to the undersigned, and you have no further obligations to the undersigned thereunder. Notwithstanding any previous instructions to you, you are hereby instructed to accept all future directions with respect to the Account from the Company. This notice terminates any obligations you may have to the undersigned with respect to the Account.

Very truly yours,

PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED:

BANK OF AMERICA, N.A., as Bank

By _____
Name:
Title:

MLPF-10672 Ack, NJ

For the Port Authority

STATE OF NY)
)ss.
COUNTY OF NY)

On this 10 day of July, 2007, before me, the subscriber, a notary public of New York, personally appeared Lysa Scull the Asst Dir CCCNJ of **The Port Authority of New York and New Jersey**, who I am satisfied is the person who has signed the within instrument: and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of the Board of Commissioners.

Peggy M. Spinelli
(notarial seal and stamp)

PEGGY M. SPINELLI
Notary Public, State of New York
No. 01SP6057870
Qualified in New York County
Commission Expires April 30, 2008

For the Contractor

STATE OF)
)ss.
COUNTY OF)

On this day of , 2007, before me, the subscriber, a notary public of , personally appeared the President of **Westfield Concession Management, LLC** who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of the Board of Directors.

see attached notary page

(notarial seal and stamp)

For the Contractor

STATE OF CALIFORNIA)
)ss.
COUNTY OF LOS ANGELES)

Be it remembered that on this 4 day of October, 2007, before me, the subscriber, a notary public of California, personally appeared Bill Giouroukos

who I am satisfied is the person named in said and who executed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

Annie M. Zettel

(notarial seal and stamp)

ANNIE M. ZETTEL
Commission # 1478766
Notary Public - California
Los Angeles County
My Comm. Expires Apr 21, 2008