Torres Rojas, Genara

FOIA 13151

From: ksayoc@dncinc.com
Sent: Thursday, May 03, 2012 2:42 PM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

First Name: Kimberly
Last Name: Sayoc
Company: Delaware North Companies Travel Hospitality Services, Inc.
Mailing Address 1: 40 Fountain Plaza
Mailing Address 2:
City: Buffalo
State: NY
Zip Code: 14202
Email Address: ksayoc@dncinc.com
Phone: 7168585000
Required copies of the records: Yes

List of specific record(s):
Copies of all current contracts or lease agreements between PANYNJ and OTG Management, or its affiliates, for the operation of food and beverage concession facilities at John F. Kennedy International Airport and LaGuardia Airport.

THE PORT AUTHORITY OF NY & NJ

Daniel D. Duffy
FOI Administrator

July 30, 2012

Ms. Kimberly Sayoc
Delaware North Companies Travel Hospitality Servies, Inc.
40 Fountain Plaza
Buffalo, NY 14202

Re: Freedom of Information Reference No. 13151

Dear Ms. Sayoc:

This is a response to your May 3, 2012 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code") for copies of the current contracts or lease agreements between the PA and OTG Management, or its affiliates, for the operation of food and beverage concession facilities at JFK and LGA.

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/13151-LPA.pdf. Paper copies of the available records are available upon request.

Certain material re4sponsive 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

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

Consent Agreement No. AGA-619
Port Authority Lease No. AGA-317
Supplement No. 1
Facility - LaGuardia Airport

THIS SUPPLEMENTAL AGREEMENT, dated as of August 1, 2005, by and among THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called the "Port Authority"), MARKETPLACE LAGUARDIA LIMITED PARTNERSHIP (hereinafter called the "Lessee") and LGA AIRPORT RESTAURANTS, L.P. a limited partnership organized and existing under the laws of the Commonwealth of Pennsylvania with an office and place of business at One International Plaza, Suite 130, Philadelphia, PA 19113, whose representative is J. Blatstein.

WITNESSETH, That:

WHEREAS, by an agreement of lease dated September 19, 1994, bearing Port Authority Lease No. AGA-317 (said agreement of lease, as heretofore and hereafter supplemented and amended being hereinafter called the "Lease"), the Port Authority leased to MarketPlace LaGuardia Limited Partnership certain areas in the Central Terminal Building (hereinafter called the "Terminal") including those in its passenger concourses, its Center Section and its East and West Wings (hereinafter collectively referred to as the "premises") at LaGuardia Airport (hereinafter called the "Airport") to be used by such parties as may be approved by the Port Authority as provided therein; and

WHEREAS, the Lessee and the Sublessee entered into a sublease agreement ("Sublease"), undated, with a commencement date of June 4, 2002, pursuant to which the Lessee made available to the Sublessee space to operate a store, to provide for the sale at retail of the goods/services set forth therein (sometimes hereinafter called the "Space"); and

WHEREAS, heretofore the Port Authority, the Lessee and the Sublessee entered into a consent to sublease agreement (hereinafter called the "Consent Agreement"), made as of June 4, 2002, pursuant to which the Port Authority consented to the Sublease;

WHEREAS, the Lessee and the Sublessee entered into a First Sublease Amendment, dated as of June 9, 2005 ("First Sublease Amendment"), copy of which is attached hereto; and

WHEREAS, the Lessee and the Sublessee entered into a Second Sublease Amendment, dated as of July 12, 2005 ("Second Sublease Amendment"), copy of which is attached hereto; and

WHEREAS, the Lessee and the Sublessee entered into a Third Sublease Amendment, dated as of August 1, 2005 ("Third Sublease Amendment"), copy of which is attached hereto; and

WHEREAS, the Lessee and the Sublessee request the consent of the Port Authority to the proposed First Amendment, Second Amendment and Third Amendment and the Port Authority is willing to provide its consent to same, subject to the terms and conditions of this Supplemental Agreement;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Lessee and the Sublessee hereby agree, as of the effective dates stated herein, as follows:

1. The Port Authority hereby consents to the First Amendment as of June 9, 2005, to the Second Amendment as of July 12, 2005 and to the Third Amendment as of August 1, 2005.

2. Certain Definitions:

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

(b) **"City"** shall mean The City of New York, a municipal corporation of the State of New York.

(c) **"City Insureds"** shall mean the following entities: The City of New York, the officials and employees of The City of New York (to the extent that the officials and employees of the Port Authority of New York and New Jersey are likewise insured) and the New York City Economic Development Corporation, a local development corporation formed pursuant to Section 1411 of the Not-For-Profit Corporation Land of the State of New York, or such successor entity as may be designated by the City.

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

3. The City Lease

(a) The Lessee and the Sublessee acknowledge that they have received a copy of, and are familiar with the contents of, the City Lease (excepting exhibits, schedules and appendices referenced therein, copies of which are available to, but were not requested by, the

Lessee and Sublessee). The Permittee acknowledges that no greater rights or privileges are hereby granted to the Lessee and the Sublessee than the Port Authority has the power to grant under the City Lease.

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

(i) The Consent Agreement is subject and subordinate to the City Lease and to any interest superior to that of the Port Authority;

(ii) The Lessee and the Sublessee shall not pay the fees or other sums under the Consent Agreement for more than one (1) month in advance (excluding security and other deposits required under the Consent Agreement). Sublessee agrees that amounts due to Landlord under Section 14.3 of the Sublease are Landlord's damages and do not and are not intended to constitute rent payable in advance in the ordinary course of business in contravention of this Section 18(b)(ii);

(iii) With respect to the Consent Agreement, the Lessee and the Sublessee on the termination of the City Lease will, at the option of the City, enter into a direct consent on identical terms with, the City;

(iv) The Lessee and the Sublessee shall indemnify the City with respect to all matters described in Section 31 of the City Lease to the extent such matters are referenced in, with respect to the Lessee, Lessee's indemnification obligations in the Lease, and with respect to the Sublessee, Sublessee's indemnification obligations in the Sublease and in the Consent Agreement;

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

(vi) The Lessee and the Sublessee shall exercise the privileges granted under the Lease and the Sublease, respectively, in a manner consistent with the Port Authority's obligations under Section 28 of the City Lease to the extent applicable to, for the Lessee, Lessee's obligations under the Lease, and for the Sublessee, Sublessee's obligations under the Sublease and the Consent Agreement;

(vii) The failure of the Lessee and the Sublessee to comply with the foregoing provisions (after, with respect to the Lessee, the notice and the cure period provided in Section 18(a)(10) of the Lease) shall be an event of default under the Consent Agreement, which shall provide the Port Authority with the right to terminate the Consent Agreement and exercise any other rights that the Port Authority may have as the grantor of the privilege hereunder; and

(viii) The City Insureds (as such term is defined in the City Lease) shall be named as additional insureds or loss payees, as applicable, under each policy of insurance procured by the Lessee and the Sublessee pursuant to the terms of the Lease, the Sublease and the Consent Agreement, as applicable.

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

5. In the event that upon conducting an examination and audit the Port Authority determines that unpaid amounts are due to the Port Authority by the Lessee and the Sublessee (the "Audit Findings"), the Lessee and the Sublessee 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 therefore by the Port Authority. Such service charge(s) shall be exclusive of, and in addition to, any and all other money or amounts due to the Port Authority by the Lessee and the Sublessee under the Consent Agreement or otherwise. Such service charge shall not be payable if the Port Authority has received, for each month covered by the examination and audit period. 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 paragraph with respect to such unpaid amount. Each 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 paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under the Consent Agreement, including, without limitation, the Port Authority's rights to revoke the Consent Agreement or (ii) any obligations of the Lessee and the Sublessee under the Consent Agreement.

6. In the event the Port Authority exercises it right to revoke the Consent Agreement for any reason other than "without cause", as referenced in paragraph 9 of the Consent Agreement, the Lessee and the Sublessee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation, including without limitation any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of the Consent Agreement 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 the Consent Agreement.

7. The Lessee and the Sublessee represent and warrant that no broker has been

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

8. The Sublessee specifically agrees that it shall not interpose any claims as counterclaims in any summary proceeding or action for non-payment of rents, fees or other amounts which may be brought by the Port Authority unless such claims would be deemed waived if not so interposed.

9. (a) Notwithstanding any other provision in this Supplemental Agreement, in the event that the Sublessee shall continue to use the Space after the expiration or earlier termination of the term of the Sublease, such continuation of use shall not be deemed to operate as a renewal or extension of the Sublease but shall only create a month-to-month extension of the Sublease, which extension shall be terminable on thirty (30) days' notice.

(b) The Sublessee acknowledges that the failure of the Sublessee to surrender, vacate and yield up the Space to the Port Authority on the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss. The Sublessee 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 Sublessee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

10. No Commissioners, director, officer, agent or employee of any party shall be charged personally by the other parties hereto with any liability, or held liable to any other party, under any term or provision of this Supplemental Agreement, or because of the party's execution or attempted execution, or because of any breach thereof.

11. Except as hereby amended, all of the terms, covenants, provisions, conditions and agreements of the Consent Agreement shall be and remain in full force and effect.

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

IN WITNESS WHEREOF, the Port Authority, the Lessee and the Sublessee have executed these presents as of the date first above written.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) Lysa C. Scully
Assistant Director
Customer, Concessions & Airport Services

ATTEST:

Secretary

MARKETPLACE LAGUARDIA LIMITED PARTNERSHIP

By: Marketplace LaGuardia, Inc., General Partner

By _____

Print Name Paul O. McGinn

(Title) President

(Corporate Seal)

ATTEST:

Secretary

LGA AIRPORT RESTAURANTS, L.P.

By LGA BEV, Inc., Its General Partner

By _____

Print Name Eric J. Rubinstein

(Title) President

(Corporate Seal)

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

MG/mmw

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

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

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

Qualification as an ACDBE

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

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

part 23 is $750,000.

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

a. Women;

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

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

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

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

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

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

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

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

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

General

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

Initialed:

For the Port Authority

For the Lessee

For the Sublessee

FIRST AMENDMENT TO SUBLEASE

This instrument (this "Amendment") is the First Amendment to a Sublease dated June 3, 2002 (as amended, the "Sublease"), of certain premises located in the Central Terminal Building at LaGuardia Airport between **MarketPlace LaGuardia Limited Partnership**, a Delaware limited partnership ("Landlord") and **LGA Airport Restaurants, L.P.**, a Pennsylvania limited partnership ("Tenant").

Tenant has requested and Landlord has agreed to add additional retail space to the Premises, and to make certain other amendments to the Sublease, all on the terms and conditions set forth herein. Terms not otherwise defined herein shall have the meanings ascribed to them in the Sublease.

NOW, THEREFORE, in consideration of the mutual undertakings of the parties under this Amendment and the Sublease, the parties hereby agree as set for the below.

1. Basic Data; Tenant's Trade Names. Section 1.1 of the Sublease is hereby amended such that the following phrase is added to the end of the definition of Tenant's Trade Names:

For Locations AR7A and CR4A: Cibo Market

2. Basic Data; Premises. Section 1.1 of the Sublease is hereby amended such that the following sentence is added to the end of the definition of Premises:

In addition, the Premises shall include that portion of the Retail Area shown on **Schedule A-1** attached hereto and designated thereon as Location AR7A, containing approximately two hundred eight (208) square feet ("AR7A") and Location CR4A, containing approximately two hundred four (204) square feet ("CR4A").

3. Basic Data; Permitted Use. Section 1.1 is hereby amended such that the definition of Permitted Use is deleted in its entirety and is amended to read as follows:

Permitted Use:	For BCF1, BCF2, BCF3, and BCF4, the operation of four (4) first-class, high quality restaurant and lounge areas offering food and alcoholic and non-alcoholic beverages as set forth on **Schedule I** attached to the original Sublease, and for no other purposes whatsoever. For AR7A and CR4A, the operation of two (2) first-class, high- quality quick service restaurants offering food and non-alcoholic beverages as set forth on **Schedule I-1** attached to this Amendment, which items shall be packaged for carrying on board an airplane, and for no other purposes whatsoever. Locations with a Permitted Use contemplating the sale of alcohol are limited to on-premises consumption only.

4. Basic Data; Operating Hours. Section 1.1 of the Sublease is hereby amended such that the definition of Operating Hours is deleted in its entirety and is amended to read as follows:

Operating Hours:	Beginning one (1) hour before the first scheduled departure from the applicable Concourse and ending at the time of the last actual departure from such Concourse, each and every day during the Term, in accordance with the following schedule:

Location	Concourse
BCF1	A
AR7A	A
BCF2	B
BCF3	C
CR4A	C
BCF4	D

Operating Hours are subject to change as provided in Section 4.1.

5. Basic Data; Term. Section 1.1 of the Sublease is hereby amended such that the definition of Term is deleted in its entirety and is amended to read as follows:

Term:	With respect to BCF1, BCF2, BCF3, and BCF4, "Term" shall be defined as one hundred twenty (120) calendar months (plus the initial partial calendar month) beginning on November 27, 2002 and ending on November 30, 2012 (the "BCF Term"). With respect to AR7A and CR4A, "Term" shall be defined as sixty (60) calendar months (plus the initial partial calendar month, if any, following the Cibo Commencement Date) beginning on the Cibo Commencement Date (the "Cibo Term").

6. Basic Data; Cibo Commencement and Rent Commencement Date. Section 1.1 of the Sublease is hereby amended to add the following new terms:

Cibo Commencement Date:	The date on which Landlord delivers notice to Tenant that AR7A and CR4A are available to Tenant to commence the Cibo Tenant's Work.
Cibo Rent Commencement Date:	The earliest to occur of the following: (a) July 1, 2005, (b) the day on which Tenant opens for business to the public in either AR7A or CR4A with permission of Landlord or (c) thirty (30) days following the Cibo Commencement Date.

7. Basic Data; Fixed Minimum Rent. As of the Cibo Rent Commencement Date, Section 1.1 of the Sublease is hereby amended such that the definition of Fixed Minimum Rent is deleted in its entirety and is amended to read as follows:

BCF Fixed Minimum Rent:	During the BCF Term, $342,000 annually, payable in installments of $28,500 per month.
Cibo Fixed Minimum Rent:	During the Cibo Term, $150,000 per year, payable in installments of $12,500 per month.
Fixed Minimum Rent:	"Fixed Minimum Rent" shall be equal to the BCF Fixed Minimum Rent plus the Cibo Fixed Minimum Rent. Upon the expiration of the Cibo Term, Fixed Minimum Rent shall mean the BCF Fixed Minimum Rent only.

8. Basic Data; Percentage Rent. As of the Cibo Rent Commencement Date, Section 1.1 of the Sublease is hereby amended such that the definition of Percentage Rent is deleted in its entirety and is amended to read as follows:

BCF First Percentage Rental Rate:	Fourteen percent (14%)
BCF First Percentage Rent Breakpoint:	$2,442,857
BCF Second Percentage Rental Rate:	Twenty percent (20%)
BCF Second Percentage Rent Breakpoint:	$5,148,000
Cibo First Percentage Rental Rate:	Fifteen percent (15%)
Cibo First Percentage Rent Breakpoint:	$1,000,000
Cibo Second Percentage Rental Rate:	Sixteen percent (16%)
Cibo Second Percentage Rent Breakpoint:	$1,500,000
Cibo Third Percentage Rental Rate:	Seventeen percent (17%)
Cibo Third Percentage Rent Breakpoint:	$2,500,000
Percentage Rental:	BCF Percentage Rental (as defined in Section 5.3) plus Cibo Percentage Rental (as defined in Section 5.3)

9. Basic Data; Gross Sales. As of the Cibo Rent Commencement Date, Section 1.1 of the Sublease is hereby amended to add the following new terms:

BCF Gross Sales:	The Gross Sales, as defined in Section 5.4, originating from and attributed to BCF1, BCF2, BCF3, and BCF4.
Cibo Gross Sales:	The Gross Sales, as defined in Section 5.4, originating from and attributed to AR7A and CR4A.
Gross Sales:	BCF Gross Sales plus Cibo Gross Sales.

10. Basic Data; Annual Promotional Contribution. The definition of Annual Promotional Contribution in Section 1.1 of the Sublease is hereby amended to add the following new language:

During the Cibo Term, $3,000 per year shall be added to the Annual Promotional Contribution, subject to annual CPI increases determined in the manner described in Section 6.4 of the Sublease.

11. Basic Data; Key Money. As of the Cibo Rent Commencement Date, Section 1.1 of the Sublease is hereby amended to add the following new term:

Key Money: $5,000

12. Relocation. The Sublease is hereby amended to add the following language as a new Section 2.2:

Section 2.2 Relocation

Landlord reserves the right, upon not less than sixty (60) days' notice, to require Tenant to relocate all or a portion of AR7A and CR4A, at Tenant's expense, to an alternate location designated by Landlord.

13. Percentage Rental. As of the Cibo Rent Commencement Date, the first paragraph of Section 5.3 is deleted in its entirety and is amended to read as follows:

During the Term, Tenant shall pay Percentage Rental in accordance with the terms of this Section 5.3. Percentage Rental shall be due and payable on a monthly basis on or before the tenth (10th) day of the month following the end of each calendar month during the Term.

Each monthly payment of BCF Percentage Rental shall be equal to (a) the sum of (i) the BCF First Percentage Rental Rate multiplied by the amount by which Tenant's year-to-date BCF Gross Sales during such Lease Year exceed the BCF First Percentage Rent Breakpoint but do not exceed the BCF Second Percentage Rent Breakpoint, plus (ii) the BCF Second Percentage Rental Rate multiplied by the amount by which Tenant's year-to-date BCF Gross Sales during such Lease Year exceed the BCF Second Percentage Rent Breakpoint, less (b) the sum of the BCF Percentage Rental payments made previously by Tenant with respect to such Lease Year.

Each monthly payment of Cibo Percentage Rental shall be equal to (a) the sum of (i) the Cibo First Percentage Rental Rate multiplied by the amount by which Tenant's year-to-date Cibo Gross Sales during such Lease Year exceed the Cibo First Percentage Rent Breakpoint by do not exceed the Cibo Second Percentage Rent Breakpoint, plus (ii) the Cibo Second Percentage Rental Rate times the amount by which Tenant's year-to-date Cibo Gross Sales during such Lease Year exceed the Cibo Second Percentage Rent Breakpoint but do not exceed the Cibo Third Percentage Rent Breakpoint; and (iii) the Cibo Third Percentage Rental Rate multiplied by the amount which Tenant's year-to-date Cibo Gross Sales during such Lease Year exceed the Cibo Third Percentage Rent Breakpoint, less (b) the sum of the Cibo Percentage Rental payments made previously by Tenant with respect to such Lease Year.

14. Key Money. The following new Subsection 6.6 is hereby added to the Sublease.

Section 6.6 Key Money

As an inducement to Landlord and in consideration for Landlord's agreement to enter into this Amendment, Tenant has agreed to pay Landlord Key Money in the amount set forth in Section 1.1. Such Key Money shall be due and payable on the date of execution of this Amendment by Tenant.

15. Construction of the Premises. The following new Subsection 7.2(c) is hereby added to the Sublease:

(c) By not later than the Cibo Rent Commencement Date, Tenant shall, at its sole cost and expense, complete in a diligent manner all work to be performed by Tenant pursuant to **Schedule B-1** attached hereto (the "Cibo Tenant's Work") in AR7A and CR4A of the Premises in accordance with the provisions of Sections 7.2 and 9.4 of the Sublease relating to "Tenant's Work," the Tenant's Design Manual, and **Schedule B-1**, attached hereto. Tenant agrees that its investment in Tenant's Work, per square foot of the Premises, shall not be less than **$125.00** per square foot.

16. Acceptance of Credit Cards. Section 8.1(o) of the Sublease is hereby deleted in its entirety and replaced with the following new Section 8.1(o):

(o) Tenant shall accept as payment from its customers no fewer than three (3) major credit or debit cards, such accepted credit cards to include Mastercard and Visa.

17. Basic Data; Remedies. The Sublease is hereby amended such that Section 14.2(b) is deleted in its entirety and amended to read as follows:

Landlord may, at any time thereafter, at Landlord's option, give written notice to Tenant stating that this Sublease and the Term shall expire and terminate on the date specified in such notice, which date shall not be less than three (3) days after the giving of such notice, whereupon this Sublease and the Term and all rights of Tenant under this Sublease shall automatically expire and terminate as if the date specified in the notice given pursuant to this Section 14.2(b) were the originally scheduled expiration date and Tenant shall immediately quit and surrender the Premises, but Tenant shall remain liable for damages as provided herein or pursuant to law. Thereupon Landlord may re-enter the Premises, by summary proceedings or otherwise, and may remove Tenant and all other persons and property from the Premises, and may store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant without resort to legal process and without Landlord being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby and without prejudice to any other remedies which Landlord may have hereunder, at law or in equity.

18. Ratification of Lease. As modified and extended hereby, the Sublease is ratified and confirmed and shall remain in full force and effect. This Amendment shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors and assigns. This Amendment shall not take effect without the prior written consent of the Port Authority, except Tenant agrees that during any period prior to receipt of such consent it will perform all of its obligations hereunder as fully as if such Amendment was in effect during such period.

[The remainder of this page is intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed under seal as of this 9th day of June, 2005.

LANDLORD:

MarketPlace LaGuardia Limited Partnership

By: MarketPlace LaGuardia, Inc., its general partner

By: _____
Name:
Its:
Hereunto duly authorized

TENANT:

LGA Airport Restaurants, LP

By: LGABEV, Inc., a Pennsylvania corporation, its general partner

_____
Name: Eric J. Blatstein
Its: President
Hereunto duly authorized

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed under seal as of this 9th day of June, 2005.

LANDLORD: **MarketPlace LaGuardia Limited Partnership**

By: MarketPlace LaGuardia, Inc., its general partner

By: _____
Name:
Its:
Hereunto duly authorized

TENANT: **LGA Airport Restaurants, LP**

By: LGABEV, Inc., a Pennsylvania corporation, its general partner

Name: Eric J. Blatstein
Its: President
Hereunto duly authorized

Schedule A-1

Plan Showing AR7A and CR4A

Schedule B-1

Construction at Locations AR7A and CR4A

Description of Landlord's Work and Tenant's Work

LaGuardia Airport
Central Terminal Building
Flushing, NY 11371

Reference is made to that certain print package entitled Tenant Design Manual (hereinafter "Tenant Design Manual"), a copy of which has been furnished to the Tenant and all of the terms and provisions of which are hereby incorporated herein in full by reference. Notice is hereby given to the Tenant that the terms and provisions of this **Schedule B-1** are general and approximate due to the varying physical characteristics of the several premises comprising the Retail Area. The Tenant is advised to review the Tenant Design Manual carefully in order to determine the particular construction details applicable to the demised premises. It is understood and agreed that in the event of a conflict between the provisions of this **Schedule B-1** and the Tenant Design Manual, the provisions of this **Schedule B-1** shall govern. In the event of any discrepancy between **Schedule B-1**, the Tenant Design Manual and the plans and specifications as finally approved by the Landlord and the Port Authority in any dispute between the Landlord and Tenant, the plans, as finally approved, shall govern. At the time Tenant submits the plans and specifications for approval, Tenant agrees to use good faith efforts to notify Landlord of any discrepancy of which Tenant has knowledge, between **Schedule B-1**, the Tenant Design Manual and the plans and specifications which Tenant is submitting for approval.

I. DESCRIPTION OF EXISTING SERVICES

A. UTILITIES

1. Electrical Service – An electrical distribution panel exists at the ramp level. It is the Tenant's responsibility to install a meter pan, transformer, conduit and all wiring between the distribution panel and the demised premises. The operating voltage is as follows:

   277/480 volt, 3 Phase, 4 wire

   Note: The Landlord is reviewing alternative locations of electrical power with an operating voltage of 120/208 volt, 3 Phase, 4 wire. In the event this alternative source is identified, the Landlord will provide written notification of this change prior to the Tenant's completion of drawings.

2. Telephone Service - The Tenant is responsible for the installation of its telephone service. The Tenant shall make arrangements with and pay to the telephone company any

charges imposed by the telephone company for any work that affects any of the demised premises.

3. HVAC – The premises are served from the common areas of the building. It is the Tenant's responsibility to install independent cooling and/or heating systems to provide air conditioning and/or heating.

B. COMMON FACILITIES

1. Corridors – Are existing and in accordance with applicable building codes.

2. Truck Receiving Facilities – All deliveries to and from the demised premises will be made, either directly or indirectly, by the Tenant from designated areas determined by the Landlord.

3. Retail Common Areas – Air-conditioned and lighted with architectural treatment as existing.

C. BUILDING SHELL

1. Structural Frame, Roof, Exterior of the Building – As Is condition – Responsibility of Port Authority.

2. Floor Slab – The floor slab is the responsibility of the Tenant. Any work performed by the Tenant relating to the floor slabs for the demised premises, including without limitation, slab preparation, slab installation, placement of concrete, and any demolition will be performed by the Tenant's contractor at the Tenant's expense, in accordance with plans and specifications which shall have been approved by the Landlord's representative prior to commencing any such work. All such work shall be inspected by the Landlord's representative

D. DESIGN REVIEW

1. Tenant will reimburse Landlord for fees incurred in the review of Tenant's drawings with respect to all work to be performed by Tenant in and about the demised Premises.

2. Tenant shall reimburse Landlord for fees incurred to produce Lease Outline Documents for the demised premises

II. DESCRIPTION OF THE TENANT'S WORK

All other work required to complete and fully equip the demised premises shall be done by the Tenant at the Tenant's sole cost and expense, and the same shall be done as follows:

A. GENERAL CONDITIONS

All work done by the Tenant in the demised premises shall be governed in all respects by, and be subject to, the following:

1. The Port Authority of New York and New Jersey; and New York City Building Requirements.

   a. The detailed store plans for the completion of the demised premises must be prepared under the supervision of a New York registered architect or registered engineer. All plans including architectural, mechanical, electrical and sign drawings shall have affixed thereto a State of New York registration stamp.

   b. Prior to submission of plans to the applicable Building Department(s), the Tenant's drawings must be submitted to the Landlord's representative for review in accordance with the procedure outlined in the Tenant Design Manual. Plans will not be accepted by the applicable departments of the Port Authority and New York City Department of Buildings without the prior approval of the Landlord's representative, which approval shall verify only that the drawings are complete and in compliance with the Tenant' agreement with the Landlord, and shall not relieve the Tenant of the obligation to conform to the requirements of the applicable Building Department(s), State and all other applicable codes.

   c. Plans for the Tenant's Work shall be delivered to the Landlord's representative and reviewed as set

forth in the Tenant Design Manual all as if set forth herein.

2. The Tenant shall not commence the Tenant's Work until the Tenant has secured the Landlord's written approval of all contractors to be used in performing the Tenant's Work and of the plans and specifications required to be submitted by the Tenant to the Landlord. The Tenant's Work shall be coordinated with the work being done by the Landlord and/or other tenants of the Landlord in order that such work will not interfere with nor delay the completion of work by the Landlord and/or other tenants of the Landlord. The performance of the Tenant's Work shall cause no interference whatsoever with the completion of the Landlord's work in the demised premises, nor in the remainder of the terminal.

3. The Tenant's Work shall be performed in a first-class workmanlike manner and shall be in good and usable condition at the date of completion thereof.

4. Compliance with Laws: All of the Tenant's Work shall conform to applicable statutes, ordinances, regulations, codes and to requirements of the Landlord's insurance underwriters. The Landlord's approval of plans and specifications shall not constitute an acknowledgement that work done in accordance therewith will so conform, and the Tenant shall be solely responsible for corrections in the Tenant's Work required by any governmental agency or insurance underwriters. The Tenant shall obtain and convey to the Landlord approvals from all agencies having jurisdiction over matters relative to electrical, gas (if available), water, heating and cooling, and telephone work, and shall secure its own building and occupancy permits. The Landlord reserves the right to require changes in the Tenant's Work when necessary by reason of code requirements or directives of governmental authorities having jurisdiction over the demised premises.

5. Approvals: No approval by the Landlord shall be valid unless the same is in writing and signed on behalf of the Landlord.

6. Insurance: Prior to commencement of the Tenant's Work and until the last to occur of (a) the completion of the Tenant's Work, or (b) the Commencement Date, the Tenant

shall maintain, or cause to be maintained, casualty insurance in builder's risk form, covering the Landlord, the Landlord's agents and beneficiaries, the Landlord's Architect, the Landlord's contractor or subcontractors, the Tenant and the Tenant's contractors as their interests may appear, against loss or damage by fire, vandalism and malicious mischief, and such other risks as are customarily covered by the so-called "extended coverage endorsement" upon all the Tenant's Work in place, and all materials, equipment, supplies, and temporary structures of all kinds incident to the Tenant's Work and builders' machinery, tools and equipment, all while forming a part of, or contained in, such improvements or temporary structures while on the demised premises or when adjacent thereto while on malls, drives, sidewalks, streets or alleys, all in the full insurable value thereof at all times by reputable insurance companies licensed to do business in the State of New York. In addition, the Tenant agrees to require all contractors and subcontractors engaged in the performance of the Tenant's Work to effect and maintain and deliver to the Tenant and the Landlord certificates evidencing the existence of, prior to the commencement of the Tenant's Work and until the completion thereof, the following insurance coverage:

a. Worker's Compensation Insurance – In accordance with the laws of the State of New York, including Employer's Liability Insurance, to the limit of $1,000,000 each accident.

b. Comprehensive General Liability Insurance in the same form as the Tenant is required to carry under the terms of the Sublease to which this schedule is attached, with minimum limits of liability of $1,000,000 each Occurrence; $2,000,000 General Aggregate Limit; $2,000,000 Products – Completed Operations Aggregate Limit; $1,000,000 Personal and Advertising Liability; $50,000 Fire Legal Liability; and $5,000 Medical Expenses Limit (each person); or in such greater reasonable amounts as the Landlord may hereafter from time to time advise the Tenant in writing. The Port Authority and the Landlord shall be named as additional insureds, and the policy will contain an endorsement whereby the insurer agrees not to 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 governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. In addition, such contractors and subcontractors shall carry an Excess Liability policy in umbrella form with a minimum limit of liability of $5,000,000.

c. Business Automobile Liability, including "non-owned and hired" automobiles, with a combined single limit of $2,000,000.

Prior to the commencement of the Tenant's Work, the Tenant shall deliver to the Landlord's representative certificates of all required insurance, and evidence of the payment of premiums thereon (and certificates of renewal, and evidence of premium payments with reference thereto, where appropriate). All such insurance shall provide, and certificates thereof shall state, that the same is non-cancelable and non-amendable without twenty (20) days' prior written notice to the Landlord.

7. In any contract or undertaking which the Tenant may make with a contractor for work in the demised premises, provision shall be made for dismissal from the job of workmen whose work is, in the Landlord's (and, for this purpose, "the Landlord" shall include a reference to the Landlord's representative) reasonable judgement, unskilled or otherwise objectionable, and any such workmen shall be discharged, and the Tenant shall exonerate, indemnify and hold the Landlord (and the Landlord's representative) harmless from any such loss, cost, damage or liability incurred by reason of compliance with any such demand.

The Tenant shall use, and the Tenant shall require its contractor and subcontractors to use, every legal effort to prevent work stoppages on the demised premises or elsewhere in the Terminal, to the extent attributable to work being performed on the demised premises, irrespective of the reason for any such stoppage, in recognition of the fact that it is of the utmost importance to the Landlord and all those occupying or to occupy space in the Terminal that there be no interruption in the progress of the work and to that end, in the event that the conduct or presence of any

employee(s) of the Tenant or the Tenant's contractor(s) or subcontractor(s) causes a labor dispute or work stoppage, the Tenant expressly agrees to have such employee(s) immediately removed from the Terminal upon the Landlord's request, and the Tenant's failure to do so shall constitute a default under the lease. The tenant shall exonerate, indemnify and hold the Landlord (and the Landlord's representative) harmless from any loss, cost, damage or liability incurred by reason of compliance with any such demand.

The Landlord's Contractor has included in his contract with all subcontractors the following Harmony Clause. The Tenant will be required to include this clause in all contracts with general and subcontractors so that there will be no interruption in the process of work.

Harmony Clause

" There shall be no manifestations on the project of any dispute between any labor organization and any Tenant contractor or subcontractor, including but not limited to, any area standards picketing against said contractor or subcontractor.

Should there be any manifestation of a labor dispute between any Tenant contractor or subcontractor and any union, which results in a stoppage of work on the part of said contractor or subcontractor's employees or the employees of any other employer or supplier on the project or at the Terminal, which in the sole judgement of the Landlord will cause, or is likely to cause, unreasonable delay in the progress of construction or operation of any business at the Terminal, then upon written notice from the Landlord, the Tenant shall have the obligation and the right to declare the contractor or subcontractor in default of his contract, and upon such notice, the Tenant shall have the right to take such steps as are necessary to finish the uncompleted portion of the work to be performed by the contractor or subcontractor.

B. GENERAL CONSTRUCTION

The Tenant shall perform all work necessary to prepare each of the demised premises for opening for business and shall comply with the plan approval procedure outlined in this Schedule B-1. The finish work which the Tenant is to perform shall include, but not be limited to, the following:

1. STOREFRONTS

a. The Tenant shall construct the storefront and closure, if any, including all required structural supports.

b. The design of the storefront shall be in harmony with the other stores of the Retail Area and shall conform to the standards of design and construction contained in the Tenant Design Manual. In any event, the storefront shall be subject to the prior approval of the Landlord's representative.

c. The Tenant shall finish and install all signs in accordance with the Tenant Design Manual. All are subject to approval of the Landlord and the Landlord's representative.

2. FLOOR SLABS

a. Any work performed by the Tenant relating to the floor slabs for the demised premises, including, without limitation, slab preparation, placement of concrete, any demolition, will be performed by the Tenant's contractor at the Tenant's expense, in accordance with the plans and specifications which shall have been approved by the Landlord's representative prior to commencing any such work.

3. CEILINGS

a. No combustible materials will be permitted above the ceiling. The Tenant shall not hang any material or fixtures from the roof deck or bottom chord of structural members. Preferably, all hanging shall be done from the top chord of structural members by means of trapeze-type hangers. Any such "hangers" shall be subject to the prior approval of the Landlord.

b. The Tenant shall not hang anything from the ceiling grid system or existing mechanical systems in the Terminal.

4. INTERIOR WALLS & PARTITIONS

a. The Tenant shall install on the Tenant's rear side of demised premises a wall constructed of one-hour rated material from finished floor to the underside of the ceiling above the premises.

b. The Tenant will not be permitted to hang fixtures from nor attach fixtures to the aforementioned partition.

c. All interior finish materials shall meet the flamespread requirements of all applicable codes, ordinances and regulations.

5. FLOOR COVERING

a. The Tenant shall install all floor covering within the demised premises

6. TRASH AND RUBBISH

a. The Tenant shall provide for an area for dry rubbish collection containers within the demised premises.

b. If the Tenant generates garbage, wet garbage containers shall be provided by the Tenant.

c. The Tenant and the Tenant's contractors shall be totally responsible during construction and fixturing for their own trash removal.

7. FIRE EXTINGUISHERS

a. The Tenant shall furnish and install fire extinguishers as required by applicable authorities, including the Port Authority of New York and New Jersey and New York City Fire Departments and the Landlord's insurance carriers.

8. ELECTRICAL

a. The Tenant shall install a complete electrical system for power and lighting as required by the Tenant Design Manual.

b. The Tenant shall make all arrangements for the installation of Tenant's sub-meter and pay all costs and charges in connection therewith.

c. The Tenant shall furnish, install, support and connect all lighting fixtures, including lamps.

d. The Tenant shall furnish and install all lighting timers, contactors, controls, etc.

9. OTHER INTERIOR WORK

The Tenant shall furnish and install all store fixtures; same to be new and at least equal in quality and design to fixtures used in other better-grade, recently-opened stores of the Tenant or the Tenant's parent company. All fixtures to be subject to the approval of the Landlord's representative, said approval not to be unreasonably withheld or delayed provided same conform to the foregoing.

10. MATERIALS

No materials used in connection with the Tenant's Work in or about the Terminal shall contain any asbestos or other hazardous or toxic materials (collectively, "hazardous materials"). If the transportation, storage, use or disposal of any hazardous materials anywhere on the Terminal associated in any way with the Tenant's Work results in any 1) contamination of the soil or surface or groundwater or 2) loss or damage to person(s) or property, then Tenant agrees to respond in accordance with the following paragraph:

> Tenant agrees (i) to notify the Landlord immediately of any contamination, loss or damage, (ii) after consultation and approval by the Landlord, to clean up the contamination in full compliance with all applicable statutes, regulations and standards, and (iii) to indemnify, defend and hold Landlord harmless from and against any claims,

suits, causes of action, costs and fees, including attorneys' fees, arising from or connected with any such contamination, claim of contamination, loss or damage. This provision shall survive the termination of the lease to which this Schedule B-1 is annexed. No consent or approval by the Landlord shall in any way be construed as imposing upon Landlord any liability for the means, methods, or manner of removal, containment or other compliance with applicable law for and with respect to the foregoing.

Tenant shall immediately notify Landlord upon Tenant's receipt of any inquiry, notice, or threat to give notice by any governmental authority or any other third party with respect to any hazardous material.

12. CONSTRUCTION BARRICADES

The Tenant shall furnish and install a construction barricade constructed of metal studs and gypsum board prior to any construction in the premises. The barricade shall be properly finished and painted to the satisfaction of the landlord and the Landlord's representative. The Landlord will provide at the Tenant's expense a sign or signet with the Tenant's logo and indicating that the Tenant is coming to the Terminal, reasonably satisfactory in all respects to the Landlord, so that same may appear on such temporary barricades.

Schedule I-1

Approved Menu for Cibo Market
AR7A and CR4A

Gourmet perishables including various items typically found in upscale gourmet markets, such as smoked fish, cheese, caviar, and spreads.

Gourmet baked goods including assorted breakfast pastries, muffins, breads and bread products such as rolls, bagels, crackers, toast, and crisps.

Pre-made sandwiches including wraps, panini, and foccacia bread, which will be available for immediate consumption or take out.

Pre-made Salads, which will be available for immediate consumption or take out.

Ethnic specialties such as sushi or kosher food products.

Pre-packaged beverages including bottled water, juice, energy drinks, dairy drinks, non-dairy drinks and other carbonated and non-carbonated beverages except for coffee, cappuccino, espresso and other coffee drinks.

SECOND AMENDMENT TO SUBLEASE

This instrument (this "Amendment") is the Second Amendment to a Sublease dated June 4, 2002, which has been amended by that First Amendment to Sublease dated as of June 9, 2005 (as amended, the "Sublease"), of certain premises located in the Central Terminal Building at LaGuardia Airport between **MarketPlace LaGuardia Limited Partnership**, a Delaware limited partnership ("Landlord") and **LGA Airport Restaurants, L.P.**, a Pennsylvania limited partnership ("Tenant").

Tenant has requested and Landlord has agreed to add additional retail space to the Premises, and to make certain other amendments to the Sublease, all on the terms and conditions set forth herein. Terms not otherwise defined herein shall have the meanings ascribed to them in the Sublease.

NOW, THEREFORE, in consideration of the mutual undertakings of the parties under this Amendment and the Sublease, the parties hereby agree as set for the below.

1. Basic Data; Tenant's Trade Names. Section 1.1 of the Sublease is hereby amended such that the following phrase is added to the end of the definition of Tenant's Trade Names:

> For Location CSAR6: Cibo Market

2. Basic Data; Premises. Section 1.1 of the Sublease is hereby amended such that the following sentence is added to the end of the definition of Premises:

> In addition, during the CSAR6 Term, as defined in Paragraph 5 of this Second Amendment, the Premises shall include that portion of the Retail Area shown on **Schedule A-2** attached hereto and designated thereon as Location CSAR6, containing approximately five hundred fifty three (553) square feet ("CSAR6").

3. Basic Data; Permitted Use. Section 1.1 is hereby amended such that the following paragraph is added before the last paragraph of the definition of Permitted Use:

> For CSAR6, the operation of a first-class, high-quality quick service restaurant offering food and non-alcoholic beverages as set forth on **Schedule I-2**, attached to this Amendment, which items shall be packaged for carrying on board an airplane, and for no other purposes whatsoever.

4. Basic Data; Operating Hours. Section 1.1 of the Sublease is hereby amended such that the following paragraph is added before the last sentence of the definition of Operating Hours:

> For CSAR6, Tenant shall operate from 6:00 a.m. to 8:00 p.m. each and every day during the CSAR6 Term.

5. Basic Data; Term. Section 1.1 of the Sublease is hereby amended such that the following paragraph is added to the end of the definition of Term:

With respect to CSAR6 only, "Term" shall be defined as approximately twenty-three (23) calendar months plus the initial partial calendar month, if any, following the CSAR6 Commencement Date, and ending on the CSAR6 Expiration Date, as defined in Paragraph 6 of this Second Amendment (the "CSAR6 Term"), subject to Landlord's rights under Paragraph 11 of this Second Amendment.

6. Basic Data; CSAR6 Commencement and Rent Commencement Date. Section 1.1 of the Sublease is hereby amended to add the following new terms:

CSAR6 Commencement Date:	The date on which Landlord delivers notice to Tenant that CSAR6 is available to Tenant to commence CSAR6 Tenant's Work.
CSAR6 Rent Commencement Date:	The earliest to occur of the following: (a) October 1, 2005, or (b) the day on which Tenant opens for business to the public in CSAR6 with permission of Landlord, or (c) thirty (30) days following the CSAR6 Commencement Date.
CSAR6 Expiration Date:	August 31, 2007.

7. Basic Data; Fixed Minimum Rent. As of the CSAR6 Rent Commencement Date, Section 1.1 of the Sublease is hereby amended such that the last paragraph of the definition of Fixed Minimum Rent is deleted and is amended to read as follows:

CSAR6 Fixed Minimum Rent:	During the CSAR6 Term, $75,000 per year, payable in installments of $6,250 per month.
Fixed Minimum Rent:	During the BCF Term, "Fixed Minimum Rent" shall be equal to the BCF Fixed Minimum Rent plus the Cibo Fixed Minimum Rent plus the CSAR6 Fixed Minimum Rent. Upon the expiration of the CSAR6 Term until the expiration of the Cibo Term, "Fixed Minimum Rent" shall be equal to the BCF Fixed Minimum Rent plus the Cibo Fixed Minimum Rent. Upon the expiration of the Cibo Term, "Fixed Minimum Rent" shall be equal to the BCF Fixed Minimum Rent only.

8. Basic Data; Percentage Rent. As of the CSAR6 Rent Commencement Date, Section 1.1 of the Sublease is hereby amended to such that the last paragraph of the definition of Percentage Rent is deleted and is amended to read as follows:

CSAR6 First Percentage Rental Rate:	Fifteen percent (15%)
CSAR6 First Percentage Rent Breakpoint:	$500,000
CSAR6 Second Percentage Rental Rate:	Sixteen percent (16%)
CSAR6 Second Percentage Rent Breakpoint:	$1,500,000
CSAR6 Third Percentage Rental Rate:	Seventeen percent (17%)
CSAR6 Third Percentage Rent Breakpoint:	$2,500,000
Percentage Rental:	BCF Percentage Rental plus Cibo Percentage Rental plus CSAR6 Percentage Rental, as each term is further defined in Section 5.3.

9. Basic Data; Gross Sales. As of the CSAR6 Rent Commencement Date, Section 1.1 of the Sublease is hereby amended such that the last paragraph of the definition of Gross Sales is deleted and is amended to read as follows:

CSAR6 Gross Sales:	The Gross Sales, as defined in Section 5.4, originating from and attributed to CSAR6.
Gross Sales:	BCF Gross Sales plus Cibo Gross Sales plus CSAR6 Gross Sales.

10. Basic Data; Annual Promotional Contribution. The definition of Annual Promotional Contribution in Section 1.1 of the Sublease is hereby amended to add the following new language:

During the CSAR6 Term, $3,000 per year shall be added to the Annual Promotional Contribution, subject to annual CPI increases determined in the manner described in Section 6.4 of the Sublease.

11. Demise. Commencing on the CSAR6 Commencement Date and expiring on the CSAR6 Expiration Date (subject to earlier termination as provided in Paragraph 12 below), Landlord hereby subleases to Tenant and Tenant hereby agrees to sublease from Landlord CSAR6 at the CSAR6 Fixed Minimum Rent and CSAR6 Percentage Rental provided herein, in "as-is" condition, without any representations or warranties.

12. Right to Terminate Tenant's Lease of CSAR6. The Sublease is hereby amended such that the following language is added at the end of Section 3.3:

In addition to its other rights under this Sublease, Landlord may, by written notice to Tenant ("CSR6 Termination Notice"), elect to terminate Tenant's right to sublease CSAR6 pursuant to the Second Amendment. Such termination shall be effective as of the date that is thirty (30) days after the date on which the CSAR6 Termination Notice is provided to Tenant. Upon exercise of such right to terminate as aforesaid, the rights and obligations of the parties, with respect to CSAR6 only, shall cease as of the effective date of termination with the same force and effect as though such termination date were the regularly scheduled expiration date of the CSAR6 Term.

13. Percentage Rental. As of the CSAR6 Rent Commencement Date, the following paragraph is added after the third paragraph of Section 5.3:

> Each monthly payment of CSAR6 Percentage Rental shall be equal to (a) the sum of (i) the CSAR6 First Percentage Rental Rate multiplied by the amount by which Tenant's year-to-date CSAR6 Gross Sales during such Lease Year exceed the CSAR6 First Percentage Rent Breakpoint but do not exceed the CSAR6 Second Percentage Rent Breakpoint, plus (ii) the CSAR6 Second Percentage Rental Rate times the amount by which Tenant's year-to-date CSAR6 Gross Sales during such Lease Year exceed the CSAR6 Second Percentage Rent Breakpoint but do not exceed the CSAR6 Third Percentage Rent Breakpoint; and (iii) the CSAR6 Third Percentage Rental Rate multiplied by the amount which Tenant's year-to-date CSAR6 Gross Sales during such Lease Year exceed the CSAR6 Third Percentage Rent Breakpoint, less (b) the sum of the CSAR6 Percentage Rental payments made previously by Tenant with respect to such Lease Year.

14. Construction of the Premises. The following new Subsection 7.2(c) is hereby added to the Sublease:

> (c) By not later than the CSAR6 Rent Commencement Date, Tenant shall, at its sole cost and expense, complete in a diligent manner all work to be performed by Tenant pursuant to **Schedule B-2** attached hereto (the "CSAR6 Tenant's Work") in CSAR6 in accordance with the provisions of Sections 7.2 and 9.4 of the Sublease relating to "Tenant's Work," the Tenant's Design Manual, and **Schedule B-2**, attached hereto.

15. Ratification of Lease. As modified and extended hereby, the Sublease is ratified and confirmed and shall remain in full force and effect. This Amendment shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors and assigns. This Amendment shall not take effect without the prior written consent of the Port Authority, except Tenant agrees that during any period prior to receipt of such consent it will perform all of its obligations hereunder as fully as if such Amendment was in effect during such period.

[The remainder of this page is intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed under seal as of this ____ day of _____, 2005.

LANDLORD:

MarketPlace LaGuardia Limited Partnership

By: MarketPlace LaGuardia, Inc., its general partner

By: _____
Name:
Its:
Hereunto duly authorized

TENANT:

LGA Airport Restaurants, L.P.

By: LGABEV, Inc., a Pennsylvania corporation, its general partner

_____
Name: Eric J. Blatstein
Its: President
Hereunto duly authorized

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed under seal as of this 12th day of July, 2005.

LANDLORD:

MarketPlace LaGuardia Limited Partnership

By: MarketPlace LaGuardia, Inc., its general partner

By: _____

Name: Paul O. McGinn
Its: President
Hereunto duly authorized

TENANT:

LGA Airport Restaurants, L.P.

By: LGABEV, Inc., a Pennsylvania corporation, its general partner

_____

Name: Eric J. Blatstein
Its: President
Hereunto duly authorized

Schedule A-2

Plan Showing CSAR6

[attached]

Schedule B-2

Construction at Location CSAR6

Schedule B-2

Construction at Location CSAR6

Construction

Description of Landlord's Work and Tenant's Work

LaGuardia Airport
Central Terminal Building
Flushing, NY 11371

Reference is made to that certain print package entitled Tenant Design Manual (hereinafter "Tenant Design Manual"), a copy of which has been furnished to the Tenant and all of the terms and provisions of which are hereby incorporated herein in full by reference. Notice is hereby given to the Tenant that the terms and provisions of this **Schedule B** are general and approximate due to the varying physical characteristics of the several premises comprising the Retail Area. The Tenant is advised to review the Tenant Design Manual carefully in order to determine the particular construction details applicable to the demised premises. It is understood and agreed that in the event of a conflict between the provisions of this **Schedule B** and the Tenant Design Manual, the provisions of this **Schedule B** shall govern. In the event of any discrepancy between **Schedule B**, the Tenant Design Manual and the plans and specifications as finally approved by the Landlord and the Port Authority in any dispute between the Landlord and Tenant, the plans, as finally approved, shall govern. At the time Tenant submits the plans and specifications for approval, Tenant agrees to use good faith efforts to notify Landlord of any discrepancy of which Tenant has knowledge, between **Schedule B**, the Tenant Design Manual and the plans and specifications which Tenant is submitting for approval.

A. DESCRIPTION OF EXISTING SERVICES.

1. SANITARY SEWER

A capped lateral sanitary sewer connection exists at a location below the demised premises for the tenant's use.

2. WATER

A domestic water connection with valve exists at a location in the demised premises for the tenant's use.

3. SPRINKLER

A complete sprinkler system exists in the demised premises. It is the tenant's responsibility to make all modifications to the sprinkler system that may be necessary to ensure compliance with applicable building codes.

4. ELECTRICAL SERVICE

A 277/480 volt, 3 phase, 4 wire service exists in the premises for the tenant's use. It is the Tenant's responsibility to determine the adequacy of this existing service, and, if necessary, all costs to increase the size of the electric service.

5. GAS SERVICE

Gas service has been provided by the gas utility. Tenant shall at its sole expense be responsible for the installation of all piping from such service to the demised premises.

6. TELEPHONE SERVICE

The Tenant is responsible for the installation of its telephone service. The Tenant shall make arrangements with and pay to the telephone company any charges imposed by the telephone company for any work which affects the demised premises.

7. HVAC

A fresh air ventilation supply duct exists in the demised premises from the central outside air system.

The premises are served by fan coil with piped chilled and hot water and a complete ducted air distribution system.

A smoke purge exhaust duct exists in the demised premises and is connected to the central system.

8. FIRE ALARM

A fire alarm loop from the Landlord's fire alarm panel exists in the demised premises.

9. DEMISING WALLS

These walls are existing and consist of metal studs and gypsum board.

B. BUILDING SHELL

4. Structural Frame, Roof, Exterior of the Building – As Is condition – Responsibility of Port Authority.

2. Floor Slab – The floor slab is the responsibility of the Tenant. Any work performed by the Tenant relating to the floor slabs for the demised premises, including without limitation, slab preparation, slab installation, placement of concrete, and any demolition will be preformed by the Tenant's contractor at the Tenant's expense, in accordance with plans and specifications which shall have been approved by the Landlord's Representative prior to commencing any such work. All such work shall be inspected by the Landlord's Representative.

C. SIGN BANDS

The Landlord has installed sign brackets and spot lighting (where applicable) in the following locations for which Tenant will fabricate and install a tenant identification sign conforming to Landlord specifications, if Tenant so elects.

Sign Type C1 - bracket and spot lighting located in the common space adjacent to the escalators.

Sign Type C2 - bracket only located on the exterior of the Departures Level curbside.

Sign Type C3 - bracket and spot lighting located on a pylon in the food court seating area.

Sign Type C4 - two (2) brackets only located in the ceiling of the Departures Level arcade.

D. DESIGN REVIEW

Tenant will reimburse Landlord for fees incurred in the review of Tenant's drawings.

E. DESCRIPTION OF THE TENANT'S WORK

All other work required to complete and fully equip the demised premises shall be done by the Tenant at the Tenant's sole cost and expense, and the same shall be done as follows:

A. GENERAL CONDITIONS

All work done by the Tenant in the demised premises shall be governed in all respects by, and be subject to, the following:

1. The Port Authority of New York and New Jersey; and New York City Building Requirements.

   a. The detailed store plans for the completion of the demised premises must be prepared under the supervision of a New York registered architect or registered engineer. All plans including architectural, mechanical, electrical and sign drawings shall have affixed thereto a State of New York registration stamp.

   a. Prior to submission of plans to the applicable Building Department(s), the Tenant's drawings must be submitted to the Landlord's Representative for review in accordance with the procedure outlined in the Tenant Design Manual. Plans will not be accepted by the applicable departments of the Port Authority and New York City Department of Buildings without the prior approval of the Landlord's Representative, which approval shall verify only that the drawings are complete and in compliance with the Tenant' agreement with the Landlord, and shall not relieve the Tenant of the obligation to conform to the requirements of the applicable Building Department(s), State and all other applicable codes.

   c. Plans for the Tenant's work shall be delivered to the Landlord's Representative and reviewed as set forth in the Tenant Design Manual all as if set forth herein.

   d. The Tenant shall reimburse the Landlord for plan review as set forth in the Schedule of Charges included in the Tenant Design Manual or in a separate Schedule of Charges to be prepared by the Landlord.

5. The Tenant shall not commence the Tenant's work until the Tenant has secured the Landlord's written approval of all contractors to be used in performing the Tenant's work and of the plans and specifications required to be submitted by the Tenant to the Landlord. The Tenant's work shall be coordinated with the work being done by the Landlord and/or other tenants of the Landlord in order that such work will not interfere with nor delay the completion of work by the Landlord and/or other tenants of the Landlord. The performance of the Tenant's work shall cause no interference whatsoever with the completion of the Landlord's work in the demised premises, nor in the remainder of the terminal.

3. The Tenant's work shall be performed in a first-class workmanlike manner and shall be in good and usable condition at the date of completion thereof.

4. The Landlord shall have the right (but shall not be obligated) to perform by its own contractor or subcontractor, on behalf of and for the account of the Tenant, any of the Tenant's work which the Landlord determines, in the interest of expedition of work on the Terminal or Retail Area, should be performed. The Landlord contemplates that the work which the Landlord shall in any event require to be done by the Landlord's contractor or subcontractor will include, without limitation, work which affects any structural components of, or the general utility systems for, the building in which the demised premises are located. The Landlord shall notify

the Tenant of work which will be required to be done by the Landlord's contractor or subcontractor before the Tenant commences performance of any substantial part of its work. The Tenant shall promptly, on demand, reimburse the Landlord for all costs of planning and performing such work when and as incurred by the Landlord and for any costs incurred by the Landlord in obtaining all permits in connection wherewith.

5. Compliance with Laws: All of the Tenant's work shall conform to applicable statutes, ordinances, regulations, codes and to requirements of the Landlord's insurance underwriters. The Landlord's approval of plans and specifications shall not constitute an acknowledgement that work done in accordance therewith will so conform, and the Tenant shall be solely responsible for corrections in the Tenant's work required by any governmental agency or insurance underwriters. The Tenant shall obtain and convey to the Landlord approvals from all agencies having jurisdiction over matters relative to electrical, gas (if available), water, heating and cooling, and telephone work, and shall secure its own building and occupancy permits. The Landlord reserves the right to require changes in the Tenant's work when necessary by reason of code requirements or directives of governmental authorities having jurisdiction over the demised premises.

6. Approvals: No approval by the Landlord shall be valid unless the same be in writing and signed on behalf of the Landlord.

1. Insurance: Prior to commencement of the Tenant's work and until the last to occur of (a) the completion of the Tenant's work, or (b) the Commencement Date, the Tenant shall maintain, or cause to be maintained, casualty insurance in builder's risk form, covering the Landlord, the Landlord's agents and beneficiaries, the Landlord's Architect, the Landlord's contractor or subcontractors, the Tenant and the Tenant's contractors as their interests may appear, against loss or damage by fire, vandalism and malicious mischief, and such other risks as are customarily covered by the so-called "extended coverage endorsement" upon all the Tenant's work in place, and all materials, equipment, supplies, and temporary structures of all kinds incident to the Tenant's work and builders' machinery, tools and equipment, all while forming a part of, or contained in, such improvements or temporary structures while on the demised premises or when adjacent thereto while on malls, drives, sidewalks, streets or alleys, all in the full insurable value thereof at all times by reputable insurance companies licensed to do business in the State of New York. In addition, the Tenant agrees to require all contractors and subcontractors engaged in the performance of the Tenant's work to effect and maintain and deliver to the Tenant and the Landlord certificates evidencing the existence of, prior to the commencement of the Tenant's work and until the completion thereof, the following insurance coverages:

   a. Worker's Compensation Insurance – In accordance with the laws of the State of New York, including Employer's Liability Insurance, to the limit of $1,000,000 each accident.

   b. Comprehensive General Liability Insurance in the same form as the Tenant is required to carry under the terms of the Sublease to which this schedule is attached, with minimum limits of liability of $1,000,000 each Occurrence; $2,000,000 General Aggregate Limit; $2,000,000 Products – Completed Operations Aggregate Limit; $1,000,000 Personal and Advertising Liability; $50,000 Fire Legal Liability; and $5,000 Medical Expenses Limit (each person); or in such greater reasonable amounts as the Landlord may hereafter from time to time advise the Tenant in writing. The Port Authority and the Landlord shall be named as additional insureds, and the policy will contain an endorsement whereby the insurer agrees not to 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 governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. In addition, such contractors and subcontractors shall carry an Excess Liability policy in umbrella form with a minimum limit of liability of $5,000,000.

c. Business Automobile Liability, including "non-owned and hired" automobiles, with a combined single limit of $2,000,000.

Prior to the commencement of the Tenant's work, the Tenant shall deliver to the Landlord's Representative certificates of all required insurance, and evidence of the payment of premiums thereon (and certificates of renewal, and evidence of premium payments with reference thereto, where appropriate). All such insurance shall provide, and certificates thereof shall state, that the same is non-cancellable and non-amendable without twenty (20) days' prior written notice to the Landlord.

2. In any contract or undertaking which the Tenant may make with a contractor for work in the demised premises, provision shall be made for dismissal from the job of workmen whose work is, in the Landlord's (and, for this purpose, "the Landlord" shall include a reference to the Landlord's Representative) reasonable judgement, unskilled or otherwise objectionable, and any such workmen shall be discharged, and the Tenant shall exonerate, indemnify and hold the Landlord (and th Landlord's Representative) harmless from any such loss, cost, damage or liability incurred by reason of compliance with any such demand.

The Tenant shall use, and the Tenant shall require its contractor and subcontractors to use, every legal effort to prevent work stoppages on the demised premises or elsewhere in the Terminal, to the extent attributable to work being performed on the demised premises, irrespective of the reason for any such stoppage, in recognition of the fact that it is of the utmost importance to the Landlord and all those occupying or to occupy space in the Terminal that there be no interruption in the progress of the work and to that end, in the event that the conduct or presence of any employee(s) of the Tenant or the Tenant's contractor(s) or subcontractor(s) causes a labor dispute or work stoppage, the Tenant expressly agrees to have such employee(s) immediately removed from the Terminal upon the Landlord's request, and the Tenant's failure to do so shall constitute a default under the lease. The tenant shall exonerate, indemnify and hold the Landlord (and the Landlord's Representative) harmless from any loss, cost, damage or liability incurred by reason of compliance with any such demand.

The Landlord's Contractor has included in his contract with all subcontractors the following Harmony Clause. The Tenant will be required to include this clause in all contracts with general and subcontractors so that there will be no interruption in the process of work.

Harmony Clause

" There shall be no manifestations on the project of any dispute between any labor organization and any Tenant contractor or subcontractor, including but not limited to, any area standards picketing against said contractor or subcontractor.

Should there be any manifestation of a labor dispute between any Tenant contractor or subcontractor and any union, which results in a stoppage of work on the part of said contractor or subcontractor's employees or the employees of any other

employer or supplier on the project or at the Terminal, which in the sole judgement of the Landlord will cause, or is likely to cause, unreasonable delay in the progress of construction or operation of any business at the Terminal, then upon written notice from the Landlord, the Tenant shall have the obligation and the right to declare the contractor or subcontractor in default of his contract, and upon such notice, the Tenant shall have the right to take such steps as are necessary to finish the uncompleted portion of the work to be performed by the contractor or subcontractor.

B. GENERAL CONSTRUCTION

The Tenant shall perform all work necessary to prepare the demised premises for opening for business and shall comply with the plan approval procedure outlined in the Tenant Design Manual which, by reference, is made part of this **Schedule B**. The finish work which the Tenant is to perform shall include, but not be limited to, the following:

1. STOREFRONTS

   a. The Tenant shall construct and install an illuminated storefront sign in compliance with the Tenant Design Manual. All are subject to approval of the Landlord and the Landlord's Representative.

2. FLOOR SLABS

   a. Any work performed by the Tenant relating to the floor slabs for The demised premises, including, without limitation, slab preparation, placement of concrete, any demolition, will be performed by the Tenant's contractor at the Tenant's expense, in accordance with the plans and specifications which shall have been approved by the Landlord's Representative prior to commencing any such work.

3. CEILINGS

   a. The Tenant shall not make any changes or modifications to the existing ceiling without the prior written consent of the Landlord's representative.

   b. The Tenant shall not hang anything from the existing ceiling grid system or existing mechanical systems in the premises.

INTERIOR WALLS & PARTITIONS

   a. The Tenant shall paint all interior walls of the premises, of which the color and finish shall be approved by the Landlord's representative.

   b. The Tenant will not be permitted to hang fixtures from nor attach fixtures to the aforementioned partition. The Tenant will be required to install a fixture partition adjacent to the demising partitions for the attachment of fixtures in this location. In lieu of installing a fixture partition, the Tenant may submit a sketch of proposed additional framing or bracing to the Landlord for approval. The Tenant must indicate on such sketch the weights and methods of carrying same on the partitions.

c. All interior finish materials shall meet the flamespread requirements of all applicable codes, ordinances and regulations.

5. FLOOR COVERING

a. The Tenant shall not install any floor covering within the demised premises without the prior written consent of the Landlord's Representative.

6. TRASH AND RUBBISH

a. The Tenant shall provide for an area for dry rubbish collection containers within the demised premises.

b. If the Tenant generates garbage, wet garbage containers shall be provided by the Tenant.

c. The Tenant and the Tenant's contractors shall be totally responsible during construction and fixturing for their own trash removal.

7. PLUMBING

a. Any plumbing work for the demised premises, including but not limited to, toilets, urinals, lavatories, drinking fountains, electric hot water systems and other fixtures shall not occur without the prior written consent of the Landlord's Representative.

8. SPRINKLERS

a. The Tenant shall, if necessary, adjust the existing sprinkler head layout and piping (installed by the Landlord) as required to provide a fully sprinkled demised premises. The Tenant shall furnish and install new sprinkler heads in accordance with the Landlord's insurance carrier.

b. Sprinkler systems must also comply with all applicable codes and regulations, including but not limited to, requirements of the Port Authority of New York and New Jersey and New York City Departments and the Landlord's insurance carriers.

9. FIRE EXTINGUISHERS

a. The Tenant shall furnish and install fire extinguishers as required by applicable authorities, including the Port Authority of New York and New Jersey and New York City Fire Departments and the Landlord's insurance carriers.

10. HEATING, VENTILATING AND AIR CONDITIONING

a. A fully self-contained heating and air conditioning system exists in the demised premises for the Tenant's use. If in the sole opinion of the Landlord's Representative that temperatures within the premises are found to be unsatisfactory due to heat gain resulting from equipment and occupants of the premises, the Tenant shall at its sole expense make any and all corrections and/or modifications, including, but not limited to, the complete replacement of this equipment to provide safe and comfortable temperatures within the demised premises.

11. ELECTRICAL

a. The Tenant shall not install or make modifications to the existing electrical system for any fire alarm devices, power or lighting components without the prior written consent of the Landlord's Representative.

b. The Tenant shall make arrangements for the installation of Tenant's submeter and pay all costs and charges in connection therewith.

12. OTHER INTERIOR WORK

a. The Tenant shall furnish and install all store fixtures; same to be new and at least equal in quality and design to fixtures used in other better-grade, recently opened stores of the Tenant or the Tenant's parent company. All fixtures to be subject to the approval of the Landlord's Representative, said approval not to be unreasonably withheld or delayed provided same conform to the foregoing.

13. MATERIALS

No materials used in connection with the Tenant's work in or about the Terminal shall contain any asbestos or other hazardous or toxic materials (collectively, "hazardous materials"). If the transportation, storage, use or disposal of any hazardous materials anywhere on the Terminal associated in any way with the Tenant's work results in any 1) contamination of the soil or surface or groundwater or 2) loss or damage to person(s) or property, then Tenant agrees to respond in accordance with the following paragraph:

Tenant agrees (i) to notify the Landlord immediately of any contamination, loss or damage, (ii) after consultation and approval by the Landlord, to clean up the contamination in full compliance with all applicable statutes, regulations and standards, and (iii) to indemnify, defend and hold Landlord harmless from and against any claims, suits, causes of action, costs and fees, including attorneys' fees, arising from or connected with any such contamination, claim of contamination, loss or damage. This provision shall survive the termination of the lease to which this **Schedule "B"** is annexed. No consent or approval by the Landlord shall in any way be construed as imposing upon Landlord any liability for the means, methods, or manner of removal, containment or other compliance with applicable law for and with respect to the foregoing.

Tenant shall immediately notify Landlord upon Tenant's receipt of any inquiry, notice, or threat to give notice by any governmental authority or any other third party with respect to any hazardous material.

Schedule I-2

Approved Menu for Cibo Market
CSAR6

- Gourmet perishables including various items typically found in upscale gourmet markets, such as smoked fish, cheese, caviar, and spreads.
- Gourmet baked goods including assorted breakfast pastries, muffins, breads and bread products such as rolls, bagels, crackers, toast, and crisps.
- Pre-made sandwiches including wraps, panini, and foccacia bread, which will be available for immediate consumption or take out. Heated sandwiches of any kind and sandwiches containing pastrami or corned beef are not permitted.
- Pre-made Salads, which will be available for immediate consumption or take out.
- Ethnic specialties such as sushi or kosher food products.
- Pre-packaged beverages including bottled water, juice, energy drinks, dairy drinks, non-dairy drinks and other carbonated and non-carbonated beverages except for coffee, cappuccino, espresso and other coffee drinks.

The following items shall not be permitted for sale at CSAR6:

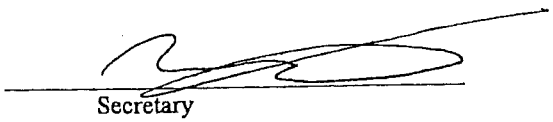
- Eli Zabar products of any kind
- Candy of any kind
- Heated sandwiches
- Sandwiches containing pastrami or corned beef
- Coffee beverages

Certificate of Vote

I, Eric Blatstein, Secretary of LGABEV, Inc, hereby certify that the following is a true copy of a resolution of the board of directors of this corporation adopted at a meeting duly called and held on July 12, 2005, a quorum being present and acting throughout, and that such resolution has not been revoked, amended or modified and is in full force and effect:

> VOTED: That the President [or other officer] be and is hereby authorized, singly, to execute and deliver on behalf of this corporation a lease between MarketPlace LaGuardia Limited Partnership, as landlord, and this corporation, as tenant, and all related amendments, agreements, certificates, consents, instruments and documents, for approximately 553 rentable square feet of retail space located in the Central Terminal Building at LaGuardia Airport, New York City, New York, upon such terms and conditions as the signing officer shall determine to be necessary or appropriate. The signature of the President [or refer to other officer as applicable] thereon shall conclusively evidence its approval by this vote.

This is to certify further that as of the date hereof Eric Blatstein is the President [or refer to other officer as applicable] of this corporation.



Secretary

Dated: July 12, 2005

[SEAL]

THIRD AMENDMENT TO SUBLEASE

This instrument (this "Third Amendment") is the Third Amendment to a Sublease dated June 4, 2002 (the "Original Sublease," and as amended, the "Sublease"), which has been amended by that First Amendment to Sublease dated as of June 9, 2005 (the "First Amendment") and by that Second Amendment dated July 12, 2005 (the "Second Amendment"), of certain premises located in the Central Terminal Building at LaGuardia Airport between **MarketPlace LaGuardia Limited Partnership**, a Delaware limited partnership ("Landlord") and **LGA Airport Restaurants, L.P.**, a Pennsylvania limited partnership ("Tenant").

Tenant has requested and Landlord has agreed to (i) add additional retail space BR7 and storage space ALS4 to the Premises, (ii) remove retail space AR7A from the Premises, and (iii) make certain other amendments to the Sublease, all on the terms and conditions set forth herein. Terms not otherwise defined herein shall have the meanings ascribed to them in the Sublease.

NOW, THEREFORE, in consideration of the mutual undertakings of the parties under this Third Amendment and the Sublease, the parties hereby agree as set forth below.

1. Basic Data; Tenant's Trade Names. Section 1.1 of the Sublease is hereby amended such that the paragraph titled "Trade Names" is deleted in its entirety and replaced with the following:

Tenant's Trade Names:	For Locations BCF1 and BCF3: Jet Rock For Locations BCF2 and BCF4: NYSB For Locations CSAR6 and CR4A: Cibo Market From and after the BR7 Commencement Date (as defined in Paragraph 6 of this Third Amendment), for Location BR7: Cibo Market

2. Basic Data; Premises. Section 1.1 of the Sublease is hereby amended such that the paragraph titled "Premises" is hereby deleted in its entirety and replaced with the following:

Premises:	That portion of the Retail Area shown on Schedule A-1 attached hereto and designated thereon as: - Location BCF4, containing approximately 1,564 square feet ("BCF4") - Location BCF3, containing approximately 2,275 square feet ("BCF3") - Location BCF2, containing approximately 1,017 square feet ("BCF2") - Location BCF1, containing approximately 1,465 square feet ("BCF1") - Location CSAR6, containing approximately 553 square

feet ("CSAR6")

- Location CR4A, containing approximately 204 square feet ("CR4A")

- Location ALS4, containing approximately 348 square feet ("ALS4").

- From and after the BR7 Commencement Date (as defined in Paragraph 6 of this Third Amendment), Location BR7, containing approximately 104 square feet ("BR7")

All references to Location AR7A contained in the Sublease are hereby deleted.

3. Basic Data; Permitted Use. Section 1.1 of the Sublease is hereby amended such that the paragraph titled "Permitted Use" is deleted in its entirety and replaced with the following:

For Locations BCF1, BCF2, BCF3 and BCF4: The operation of four (4) First-class, high-quality restaurant/lounge areas in the four (4) locations comprising the Premises and offering food, non-alcoholic beverages and alcoholic beverages as set forth on **Schedule I** for on-premises consumption; and for no other purposes whatsoever.

For Locations CR4A, the operation of a first-class, high-quality quick service restaurants offering food and non-alcoholic beverages as set forth on **Schedule I-1** attached to the First Amendment, which items shall be packaged for carrying on board an airplane, and for no other purposes whatsoever.

For Location CSAR6, the operation of a first-class, high-quality quick service restaurant offering food and non-alcoholic beverages as set forth on **Schedule I-2** attached to the Second Amendment, which items shall be packaged for carrying on board an airplane, and for no other purposes whatsoever.

For Location ALS4, storage of Tenant's equipment, inventory and supplies used in connection with the operation of locations BCF1, BCF2, BCF3, BCF4, BR7 and CR4A and for no other purpose or purposes whatsoever.

From and after the BR7 Commencement Date (as defined in Paragraph 6 of this Third Amendment), for Locations BR7, the operation of a first-class, high-quality quick service restaurant offering food and non-alcoholic beverages as set forth on **Schedule I-1** attached to the First Amendment, which items shall be packaged for carrying on board an airplane, and for no

other purposes whatsoever.

4. Basic Data; Operating Hours. Section 1.1 of the Sublease is hereby amended such that the definition of Operating Hours is deleted in its entirety and is amended to read as follows:

Operating Hours:	Beginning one (1) hour before the first scheduled departure from the applicable Concourse and ending at the time of the last actual departure from such Concourse, each and every day during the Term, in accordance with the following schedule:

Location	Concourse
BCF1	A
BCF2	B
BCF3	C
CR4A	C
BCF4	D

From and after the BR7 Commencement Date (as defined in Paragraph 6 of this Third Amendment)

BR7	B

For Location CSAR6, Tenant shall operate from 6:00 a.m. to 8:00 p.m. each and every day during the CSAR6 Term.

Operating Hours are subject to change as provided in Section 4.1.

5. Basic Data; Term. Notwithstanding anything contained in Section 1.1 of the Original Sublease or elsewhere, the Term under the Sublease shall be as follows:

Term:	The period running from the Commencement Date applicable to each Location and ending on November 30, 2012 (the "Expiration Date"). Notwithstanding the foregoing, with respect to CSAR6 only, the Term shall end on the CSAR6 Expiration Date (as defined in the Paragraph 6 of the Second Amendment).

From and after the day following the CSAR6 Expiration Date (as defined in the Paragraph 6 of the Second Amendment), all references to Location CSAR6 contained in the Sublease are hereby deleted.

6. Basic Data; Commencement and Rent Commencement Date. Notwithstanding anything to the contrary contained in the Sublease, the Commencement Date and, as applicable, the Rent Commencement Date, attributable to the locations described below shall be as follows:

Locations BCF1, BCF2, BCF3, and BCF4:	The Commencement Date for these locations shall be as set forth in the Original Sublease.

Location CR4A:	As set forth in the Second Amendment, the Commencement Date for Location CR4A shall be the date on which Landlord delivered notice to Tenant that CR4A was available for Tenant to commence CR4A Tenant's Work. As set forth in the Second Amendment, the Rent Commencement Date for Location CR4A occurred on June 22, 2005. Notwithstanding anything to the contrary contained in the Sublease, all references to the "Cibo Commencement Date" shall mean the Commencement Date for CR4A and all references to the "Cibo Rent Commencement Date" shall mean the Rent Commencement Date for CR4A.
ALS4 Commencement Date:	August 1, 2006.
Location BR7:	The Commencement Date for Location BR7 shall be the date on which Landlord delivered notice to Tenant that BR7 was available to Tenant to commence BR7 Tenant's Work. The Rent Commencement Date for Location BR7 (the "BR7 Rent Commencement Date") shall be December 16, 2005.

7. Basic Data; Storage Space Rent. Section 1.1 of the Sublease is hereby amended to add the following definition for Storage Space Rent, which amount shall be considered a part of the Fixed Minimum Rent:

Storage Space Rent:	Commencing on the ALS4 Commencement Date and continuing throughout the Term, $12,180 per year payable in installments of $1,015 per month as a part of Fixed Minimum Rent.

Tenant shall pay Storage Space Rent attributable to the period beginning on the ALS4 Commencement Date through the date of execution of this Third Amendment contemporaneously with such execution.

8. Basic Data; Fixed Minimum Rent. Section 1.1 of the Sublease is hereby amended such that the definition of Fixed Minimum Rent is deleted and is amended to read as provided below:

Fixed Minimum Rent:	During the CSAR6 Term (as defined in Paragraph 5 of the Second Amendment) but prior to the BR7 Rent Commencement Date (as defined in Paragraph 6 of this Third Amendment). "Fixed Minimum Rent" shall be equal to the BCF Fixed Minimum Rent (as defined below) plus the CR4A Fixed Minimum Rent (as defined below) plus the CSAR6 Fixed Minimum Rent (as defined below) plus the Storage Space Rent (as defined in Paragraph 7 of this Third Amendment). During the CSAR6 Term and commencing on the BR7 Rent Commencement Date, "Fixed Minimum Rent" shall be equal to the BCF Fixed Minimum Rent plus the

	CR4A Fixed Minimum Rent plus the CSAR6 Fixed Minimum Rent plus the Storage Space Rent plus the BR7 Fixed Minimum Rent (as defined below). Upon the expiration of the CSAR6 Term, "Fixed Minimum Rent" shall be equal to the BCF Fixed Minimum Rent plus the CR4A Fixed Minimum Rent plus the Storage Space Rent plus the BR7 Fixed Minimum Rent.
BCF Fixed Minimum Rent:	During the Term, $342,000 annually, payable in installments of $28,500 per month.
CR4A Fixed Minimum Rent:	Commencing on the Cibo Rent Commencement Date and afterwards throughout the Term, $75,000 per year, payable in installments of $6,250 per month.
CSAR6 Fixed Minimum Rent:	Commencing on the CSAR6 Rent Commencement Date (as defined in Paragraph 6 of the Second Amendment) and afterwards throughout the CSAR6 Term, $75,000 per year, payable in installments of $6,250 per month.
BR7 Fixed Minimum Rent:	Commencing on the BR7 Rent Commencement Date and afterwards throughout the Term, $75,000 per year, payable in installments of $6,250 per month.

9. Basic Data; Percentage Rent. Notwithstanding anything to the contrary contained in the Sublease, Percentage Rent shall be calculated based on the figures set forth in the chart below. Moreover, all references in the Sublease to Cibo First Percentage Rent Breakpoint, Cibo First Percentage Rental Rate, Cibo Second Percentage Rent Breakpoint, Cibo Second Percentage Rental Rate, Cibo Third Percentage Rent Breakpoint, and Cibo Third Percentage Rental Rate shall be deemed to refer to the applicable CR4A Percentage Rental Rate or CR4A Percentage Rent Breakpoint. In addition, from and after the BR7 Rent Commencement Date, the following new definitions are added:

Percentage Rental:	BCF Percentage Rental plus CR4A Percentage Rental plus CSAR6 Percentage Rental plus BR7 Percentage Rental, as each term is further defined in Section 5.3 (as amended by Paragraph 14 of this Third Amendment).
CR4A First Percentage Rental Rate:	Fifteen percent (15%)
CR4A First Percentage Rent Breakpoint:	$500,000
CR4A Second Percentage Rental Rate:	Sixteen percent (16%)
CR4A Second Percentage Rent Breakpoint:	$1,500,000
CR4A Third Percentage Rental Rate:	Seventeen percent (17%)
CR4A Third Percentage Rent Breakpoint:	$2,500,000
BR7 First Percentage Rental Rate:	Fifteen percent (15%)

BR7 First Percentage Rent Breakpoint:	$500,000
BR7 Second Percentage Rental Rate:	Sixteen percent (16%)
BR7 Second Percentage Rent Breakpoint:	$1,500,000
BR7 Third Percentage Rental Rate:	Seventeen percent (17%)
BR7 Third Percentage Rent Breakpoint:	$2,500,000

10. Basic Data; Gross Sales. Notwithstanding anything to the contrary contained in the Sublease, the following terms shall have the meanings set forth below.

Gross Sales:	During the CSAR6 Term (as defined in Paragraph 5 of the Second Amendment) but prior to the BR7 Rent Commencement Date (as defined in Paragraph 6 of this Third Amendment), BCF Gross Sales (as defined below) plus CR4A Gross Sales (as defined below) plus CSAR6 Gross Sales (as defined below). During the CSAR6 Term and commencing on the BR7 Rent Commencement Date, BCF Gross Sales plus CR4A Gross Sales plus CSAR6 Gross Sales plus BR7 Gross Sales (as defined below). Upon the expiration of the CSAR6 Term, BCF Gross Sales plus CR4A Gross Sales plus BR7 Gross Sales.
BCF Gross Sales:	The Gross Sales, as defined in Section 5.4, originating from and attributed to BCF1, BCF2, BCF3 and BCF4.
CR4A Gross Sales:	The Gross Sales, as defined in Section 5.4, originating from and attributed to CR4A.
CSAR6 Gross Sales:	The Gross Sales, as defined in Section 5.4, originating from and attributed to CSAR6.
BR7 Gross Sales:	From and after the BR7 Commencement Date, the Gross Sales, as defined in Section 5.4, originating from and attributed to BR7.

11. Basic Data: Tenant's Required Insurance Coverage. Section 1.1 of the Sublease is hereby amended to add the following new language to the end of the paragraphs on Tenant's Required Insurance Coverage:

Tenant shall deliver certified copies of the policies and/or certificates of insurance evidencing such coverage, as well as evidence of payment of all premiums thereof, within thirty (30) days of the execution of this Sublease. Each of Tenant's certificates of insurance shall contain:

(i) the following statement known as the "Port Authority Immunity Clause":

"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."

(ii) the statement, "cross-liability coverage is included."

(iii) the Port Authority's agreement number (AGA-413) on each and every page of the certificate of insurance, including any supplementary pages,

(iv) the following as the named insured Certificate Holder: MarketPlace LaGuardia Limited Partnership, LaGuardia Airport, Central Terminal Building, 3rd Floor West, Flushing, NY 11371, and

(v) the following list of additional insured parties, which list may be changed from time to time by Landlord upon notice to Tenant:

a) MarketPlace Development, Inc.

b) MarketPlace Development, Limited Partnership

c) MarketPlace LaGuardia, Inc.

d) MarketPlace LaGuardia Limited Partnership

e) The Port Authority

f) The City of New York and its officials and employees

g) The New York City Economic Development Corporation

12. Demise. Commencing on the BR7 Commencement Date and continuing throughout the Term of this Sublease, Landlord hereby subleases to Tenant and Tenant hereby agrees to sublease from Landlord the space known as BR7 at the BR7 Fixed Minimum Rent and BR7 Percentage Rental provided herein, in "as-is" condition, without any representations or warranties. Additionally, commencing on the ALS4 Commencement Date and continuing throughout the Term of this Sublease, Landlord hereby subleases to Tenant and Tenant hereby agrees to sublease from Landlord the space known as ALS4 at the Storage Space Rent provided herein, in "as-is" condition, without any representations or warranties

13. Relocation. Section 2.2 (as added by the First Amendment to Sublease) shall be deemed deleted in its entirety and replaced with the following revised Section 2.2:

Section 2.2 Relocation

Landlord reserves the right, upon not less than sixty (60) days' notice, to require Tenant to relocate all or a portion of BR7 and/or CR4A to an alternate location designated by Landlord. If such relocation is required by Landlord at the request of the Port Authority, then Tenant shall be responsible for any expenses associated therewith. Notwithstanding the foregoing, if Landlord requires Tenant to relocate all or a portion of BR7 and/or CR4A for any reason other than at the request of the Port Authority, then Tenant may terminate this Sublease as to such space(s) by notice to Landlord within ten (10) business days following Landlord's relocation notice, time being of the essence, which termination shall be effective thirty (30) days following Tenant's termination notice, if either (i) Landlord refuses to pay for Tenant's

reasonable expenses associated with such relocation or (ii) such relocation is to occur within the last year of the Term of this Sublease.

14. Percentage Rental. Section 5.3 shall be deemed deleted in its entirety and replaced with the following:

Section 5.3 Percentage Rental.

During the Term, Tenant shall pay Percentage Rental in accordance with the terms of this Section 5.3. Percentage Rental shall be due and payable on a monthly basis on or before the tenth (10th) day following the end of each calendar month during the Term. During the CSAR6 Term (as defined in Paragraph 5 of the Second Amendment) but prior to the BR7 Rent Commencement Date (as defined in Paragraph 6 of this Third Amendment), each monthly payment of Percentage Rental shall be equal to (a) BCF Percentage Rental, plus (b) CR4A Percentage Rental, plus (c) CSAR6 Percentage Rental. During the CSAR6 Term and commencing on the BR7 Rent Commencement Date, each monthly payment of Percentage Rental shall be equal to (a) BCF Percentage Rental, plus (b) CR4A Percentage Rental, plus (c) CSAR6 Percentage Rental, plus (d) BR7 Percentage Rental. Upon the expiration of the CSAR6 Term, each monthly payment of Percentage Rental shall be equal to (a) BCF Percentage Rental, plus (b) CR4A Percentage Rental, plus (c) BR7 Percentage Rental.

Each monthly payment of BCF Percentage Rental shall be equal to (a) the sum of (i) the BCF First Percentage Rental Rate multiplied by the amount by which Tenant's year-to-date BCF Gross Sales during such Lease Year exceed the BCF First Percentage Rent Breakpoint but do not exceed the BCF Second Percentage Rent Breakpoint, plus (ii) the BCF Second Percentage Rental Rate multiplied by the amount by which Tenant's year-to-date BCF Gross Sales during such Lease Year exceed the BCF Second Percentage Rent Breakpoint, less (b) the sum of the BCF Percentage Rental payments made previously by Tenant with respect to such Lease Year.

Each monthly payment of CR4A Percentage Rental shall be equal to (a) the sum of (i) the CR4A First Percentage Rental Rate multiplied by the amount by which Tenant's year-to-date CR4A Gross Sales during such Lease Year exceed the CR4A First Percentage Rent Breakpoint but do not exceed the CR4A Second Percentage Rent Breakpoint, plus (ii) the CR4A Second Percentage Rental Rate times the amount by which Tenant's year-to-date CR4A Gross Sales during such Lease Year exceed the CR4A Second Percentage Rent Breakpoint but do not exceed the CR4A Third Percentage Rent Breakpoint; and (iii) the CR4A Third Percentage Rental Rate multiplied by the amount which Tenant's year-to-date CR4A Gross Sales during such Lease Year exceed the CR4A Third Percentage Rent Breakpoint, less (b) the sum of the CR4A Percentage Rental payments made previously by Tenant with respect to such Lease Year.

Each monthly payment of CSAR6 Percentage Rental shall be equal to (a) the sum of (i) the CSAR6 First Percentage Rental Rate multiplied by the amount by which Tenant's year-to-date CSAR6 Gross Sales during such Lease Year exceed the CSAR6 First Percentage Rent Breakpoint but do not exceed the CSAR6 Second Percentage Rent Breakpoint, plus (ii) the CSAR6 Second Percentage Rental Rate times the amount by which Tenant's year-to-date CSAR6 Gross Sales during such Lease Year exceed the CSAR6 Second Percentage Rent Breakpoint but do not exceed the CSAR6 Third Percentage Rent Breakpoint; and (iii) the CSAR6 Third Percentage Rental Rate multiplied by the amount which Tenant's year-to-date CSAR6 Gross Sales during such Lease Year exceed the CSAR6 Third Percentage Rent Breakpoint, less (b) the sum of the CSAR6 Percentage Rental payments made previously by Tenant with respect to such Lease Year.

Each monthly payment of BR7 Percentage Rental shall be equal to (a) the sum of (i) the BR7 First Percentage Rental Rate multiplied by the amount by which Tenant's year-to-date BR7 Gross Sales during such Lease Year exceed the BR7 First Percentage Rent Breakpoint but do not exceed the BR7 Second Percentage Rent Breakpoint, plus (ii) the BR7 Second Percentage Rental Rate times

the amount by which Tenant's year-to-date BR7 Gross Sales during such Lease Year exceed the BR7 Second Percentage Rent Breakpoint but do not exceed the BR7 Third Percentage Rent Breakpoint; and (iii) the BR7 Third Percentage Rental Rate multiplied by the amount which Tenant's year-to-date BR7 Gross Sales during such Lease Year exceed the BR7 Third Percentage Rent Breakpoint, less (b) the sum of the BR7 Percentage Rental payments made previously by Tenant with respect to such Lease Year.

As soon as practicable after the end of each Lease Year (but in no event later than 45 days after the end of such Lease Year), the Percentage Rental paid or payable with respect thereto shall be reconciled between Landlord and Tenant. Tenant shall pay any underpayment to Landlord simultaneously with the delivery of the annual statement of Gross Sales required by Section 5.5 hereof. Provided that Tenant is not then in default under any of the terms or covenants of this Sublease, any overpayment shall be credited against Rental subsequently due (or, if such adjustment is to be made after the expiration of the Term, any overpayment shall be paid to Tenant).

For the purposes of calculating Percentage Rental: (i) each Lease Year during the Term shall be considered an independent accounting period and the amount of Gross Sales in any Lease Year shall not be carried over into any other Lease Year; and (ii) in the event any Lease Year is less than a period of twelve calendar months (for example, in the first and last Lease Years during the Term) the Percentage Rent Breakpoint(s) shall be reduced by multiplying the breakpoint by a fraction, the numerator of which is the number of days in such Lease Year and the denominator of which is 365.

15. Construction of the Premises. Subsection 7.2(c) of the Sublease is hereby deleted in its entirety and the following new Subsections are hereby added to the Sublease:

(d) By not later than the BR7 Rent Commencement Date, Tenant shall, at its sole cost and expense, complete in a diligent manner all work to be performed by Tenant pursuant to **Schedule B-3** attached hereto (the "BR7 Tenant's Work") in BR7 in accordance with the provisions of Sections 7.2 and 9.4 of the Sublease relating to "Tenant's Work," the Tenant's Design Manual, and **Schedule B-3**, attached hereto.

(e) By not later than the Cibo Rent Commencement Date, Tenant shall, at its sole cost and expense, complete in a diligent manner all work to be performed by Tenant pursuant to **Schedule B-1** attached hereto (the "CR4A Tenant's Work") in CR4A in accordance with the provisions of Sections 7.2 and 9.4 of the Sublease relating to "Tenant's Work," the Tenant's Design Manual, and **Schedule B-1**, attached to the First Amendment to the Sublease.

(f) By not later than the ALS4 Commencement Date, Tenant shall its sole cost and expense be responsible to enclose ALS4 with chain-link fencing and perform any other work necessary to separately demise the storage space and make such storage space usable for storage, including, without limitation, the installation of lighting for ALS4. Such work shall be performed by Tenant in a diligent manner in accordance with the provisions of Sections 7.2 and 9.4 of the Sublease relating to "Tenant's Work," and the Tenant's Design Manual.

16. Indemnity by Tenant: Section 11.1 of the Sublease is hereby amended such that in the second line of the first paragraph after the words "and those in privity of estate with Landlord," the following words are added:

"the Port Authority, the commissioners, employees, representatives, directors and officers of the Port Authority, and the City of New York"

17. Insurance Policy Requirements: Section 11.6 of the Sublease is hereby amended such that the first paragraph of the section is deleted in its entirety and is replaced with the following new paragraph:

> The company or companies writing any insurance which Tenant is required to take out and maintain or cause to be taken out or maintained pursuant to Section 1.1, Section 11.3 and Section 11.4 hereof as well as the form of such insurance shall at all times be subject to Landlord's and the Port Authority's approval and any such company or companies shall be licensed to do business in New York. Each policy evidencing insurance required in Section 11.3(a) and Section 11.3(e) shall name Landlord (including MarketPlace LaGuardia Limited Partnership and MarketPlace LaGuardia, Inc.), the Port Authority, all parties to be named as additional insureds pursuant to Section 1.1 hereof and such persons as are in privity of estate with Landlord (as may be set forth in a notice given from time to time by Landlord) and Tenant as additional insureds (collectively, "Insured Parties"), as their respective interests appear, each with the same effect as if separately insured and shall also contain a provision by which the insurer agrees that such policy shall not be canceled except after thirty (30) days' written notice to Landlord, the Port Authority, and any person in privity of estate with Landlord. Landlord shall have the right to change the Insured Parties from time to time upon notice to Tenant, provided that at all times Landlord, Tenant, and the Port Authority shall be Insured Parties. Each such policy, or a certificate thereof, shall be deposited with Landlord by Tenant promptly upon commencement of Tenant's obligation to procure the same. If Tenant shall fail to perform any of its obligations under Section 11.3 and Section 11.4, then in addition to any other right or remedy of Landlord, Landlord may perform the same and the cost thereof shall be deemed Additional Rental and shall be payable upon Landlord's demand. In the event Tenant carries limits of insurance higher than those required under the terms of this Sublease, such higher limits shall be applicable to the Insured Parties in addition to Tenant.

18. Ratification of Lease. As modified and extended hereby, the Sublease is ratified and confirmed and shall remain in full force and effect. This Third Amendment shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors and assigns. This Third Amendment shall not take effect without the prior written consent of the Port Authority, except Tenant agrees that during any period prior to receipt of such consent it will perform all of its obligations hereunder as fully as if such Third Amendment was in effect during such period. Tenant hereby agrees to execute the Port Authority's standard form of consent with respect to sublease amendments upon receipt thereof.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed under seal as of this 1st day of August, 2005.

LANDLORD:

MarketPlace LaGuardia Limited Partnership

By: MarketPlace LaGuardia, Inc., its general partner

By: _____
Name: Paul McGinn
Its: President
Hereunto duly authorized

TENANT:

LGA Airport Restaurants, L.P.

By: LGABEV, Inc., a Pennsylvania corporation, its general partner

_____
Name: Christopher J. Redd
Its: Vice President
Hereunto duly authorized

Schedule A-3

Plan Showing BR7

[attached]

Schedule A-4

Plan Showing Storage Space: ALS4

[attached]

Schedule B-3
Construction for BR7

Description of Landlord's Work and Tenant's Work

LaGuardia Airport
Central Terminal Building
Flushing, NY 11371

Reference is made to that certain print package entitled Tenant Design Manual (hereinafter "Tenant Design Manual"), a copy of which has been furnished to the Tenant and all of the terms and provisions of which are hereby incorporated herein in full by reference. Notice is hereby given to the Tenant that the terms and provisions of this **Schedule B-3** are general and approximate due to the varying physical characteristics of the several premises comprising the Retail Area. The Tenant is advised to review the Tenant Design Manual carefully in order to determine the particular construction details applicable to the demised premises. It is understood and agreed that in the event of a conflict between the provisions of this **Schedule B-3** and the Tenant Design Manual, the provisions of this **Schedule B-3** shall govern. In the event of any discrepancy between **Schedule B-3**, the Tenant Design Manual and the plans and specifications as finally approved by the Landlord and the Port Authority in any dispute between the Landlord and Tenant, the plans, as finally approved, shall govern. At the time Tenant submits the plans and specifications for approval, Tenant agrees to use good faith efforts to notify Landlord of any discrepancy of which Tenant has knowledge, between **Schedule B-3**, the Tenant Design Manual and the plans and specifications which Tenant is submitting for approval.

I. DESCRIPTION OF EXISTING SERVICES.

A. UTILITIES

1. Electrical Service – An electrical distribution panel exists at the ramp level. It is the Tenant's responsibility to install a meter pan, transformer, conduit and all wiring between the distribution panel and the demised premises. The operating voltage is as follows:

   277/480 volt, 3 Phase, 4 wire

2. Telephone Service - The Tenant is responsible for the installation of its telephone service. The Tenant shall make arrangements with and pay to the telephone company any charges imposed by the telephone company for any work that affects any of the demised premises.

3. HVAC – The premises are served from the common areas of the building. It is the Tenant's responsibility to install independent cooling and/or heating systems to provide air conditioning and/or heating.

B. COMMON FACILITES

1. Corridors – Are existing and in accordance with applicable building codes.

2. Truck Receiving Facilities – All deliveries to and from the demised premises will be made, either directly or indirectly, by the Tenant from designated areas determined by the Landlord.

3. Retail Common Areas – Air-conditioned and lighted with architectural treatment as existing.

C. BUILDING SHELL

1. Structural Frame, Roof, Exterior of the Building – As Is condition – Responsibility of Port Authority.

2. Floor Slab – The floor slab is the responsibility of the Tenant. Any work performed by the Tenant relating to the floor slabs for the demised premises, including without limitation, slab preparation, slab installation, placement of concrete, and any demolition will be preformed by the Tenant's contractor at the Tenant's expense, in accordance with plans and specifications which shall have been approved by the Landlord's Representative prior to commencing any such work. All such work shall be inspected by the Landlord's Representative

D. DESIGN REVIEW

1. Tenant will reimburse Landlord for fees incurred in the review of Tenant's drawings with respect to all work to be performed by Tenant in and about the demised Premises.

2. Tenant shall reimburse Landlord for fees incurred to produce Lease Outline Documents for the demised premises

II. DESCRIPTION OF THE TENANT'S WORK

All other work required to complete and fully equip the demised premises shall be done by the Tenant at the Tenant's sole cost and expense, and the same shall be done as follows:

A. GENERAL CONDITIONS

All work done by the Tenant in the demised premises shall be governed in all respects by, and be subject to, the following:

1. The Port Authority of New York and New Jersey; and New York City Building Requirements.

a. The detailed store plans for the completion of the demised premises must be prepared under the supervision of a New York registered architect or registered engineer. All plans including architectural, mechanical, electrical and sign drawings shall have affixed thereto a State of New York registration stamp.

b. Prior to submission of plans to the applicable Building Department(s), the Tenant's drawings must be submitted to the landlord's representative for review in accordance with the procedure outlined in the Tenant Design Manual. Plans will

not be accepted by the applicable departments of the Port Authority and New York City Department of Buildings without the prior approval of the landlord's representative, which approval shall verify only that the drawings are complete and in compliance with the Tenant' agreement with the Landlord, and shall not relieve the Tenant of the obligation to conform to the requirements of the applicable Building Department(s), State and all other applicable codes.

c. Plans for the Tenant's work shall be delivered to the landlord's representative and reviewed as set forth in the Tenant Design Manual all as if set forth herein.

2. The Tenant shall not commence the Tenant's work until the Tenant has secured the Landlord's written approval of all contractors to be used in performing the Tenant's work and of the plans and specifications required to be submitted by the Tenant to the Landlord. The Tenant's work shall be coordinated with the work being done by the Landlord and/or other tenants of the Landlord in order that such work will not interfere with nor delay the completion of work by the Landlord and/or other tenants of the Landlord. The performance of the Tenant's work shall cause no interference whatsoever with the completion of the Landlord's work in the demised premises, nor in the remainder of the terminal.

3. The Tenant's work shall be performed in a first-class workmanlike manner and shall be in good and usable condition at the date of completion thereof.

4. Compliance with Laws: All of the Tenant's work shall conform to applicable statutes, ordinances, regulations, codes and to requirements of the Landlord's insurance underwriters. The Landlord's approval of plans and specifications shall not constitute an acknowledgement that work done in accordance therewith will so conform, and the Tenant shall be solely responsible for corrections in the Tenant's work required by any governmental agency or insurance underwriters. The Tenant shall obtain and convey to the Landlord approvals from all agencies having jurisdiction over matters relative to electrical, gas (if available), water, heating and cooling, and telephone work, and shall secure its own building and occupancy permits. The Landlord reserves the right to require changes in the Tenant's work when necessary by reason of code requirements or directives of governmental authorities having jurisdiction over the demised premises.

5. Approvals: No approval by the Landlord shall be valid unless the same is in writing and signed on behalf of the Landlord.

6. Insurance: Prior to commencement of the Tenant's work and until the last to occur of (a) the completion of the Tenant's work, or (b) the Commencement Date, the Tenant shall maintain, or cause to be maintained, casualty insurance in builder's risk form, covering the Landlord, the Landlord's agents and beneficiaries, the Landlord's

Architect, the Landlord's contractor or subcontractors, the Tenant and the Tenant's contractors as the r interests may appear, against loss or damage by fire, vandalism and malicious mischief, and such other risks as are customarily covered by the so-called "extended coverage endorsement" upon all the Tenant's work in place, and all materials, equipment, supplies, and temporary structures of all kinds incident to the Tenant's work and builders' machinery, tools and equipment, all while forming a part of, or contained in, such improvements or temporary structures while on the demised premises or when adjacent thereto while on malls, drives, sidewalks, streets or alleys, all in the full insurable value thereof at all times by reputable insurance companies licensed to do business in the State of New York. In addition, the Tenant agrees to require all contractors and subcontractors engaged in the performance of the Tenant's work to effect and maintain and deliver to the Tenant and the Landlord certificates evidencing the existence of, prior to the commencement of the Tenant's work and until the completion thereof, the following insurance coverage:

a. Worker's Compensation Insurance – In accordance with the laws of the State of New York, including Employer's Liability Insurance, to the limit of $1,000,000 each accident.

b. Comprehensive General Liability Insurance in the same form as the Tenant is required to carry under the terms of the Sublease to which this schedule is attached, with minimum limits of liability of $1,000,000 each Occurrence; $2,000,000 General Aggregate Limit; $2,000,000 Products – Completed Operations Aggregate Limit; $1,000,000 Personal and Advertising Liability; $50,000 Fire Legal Liability; and $5,000 Medical Expenses Limit (each person); or in such greater reasonable amounts as the Landlord may hereafter from time to time advise the Tenant in writing. The Port Authority and the Landlord shall be named as additional insureds, and the policy will contain an endorsement whereby the insurer agrees not to 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 governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. In addition, such contractors and subcontractors shall carry an Excess Liability policy in umbrella form with a minimum limit of liability of $5,000,000.

c. Business Automobile Liability, including "non-owned and hired" automobiles, with a combined single limit of $2,000,000.

Prior to the commencement of the Tenant's work, the Tenant shall deliver to the landlord's representative certificates of all required insurance, and evidence of the payment of premiums thereon (and certificates of renewal, and evidence of premium payments with reference thereto, where appropriate). All such insurance shall provide, and certificates thereof shall state, that the same is non-cancelable and non-amendable without twenty (20) days' prior written notice to the Landlord.

7. In any contract or undertaking which the Tenant may make with a contractor for work in the demised premises, provision shall be made for dismissal from the job of workmen whose work is, in the Landlord's (and, for this purpose, "the Landlord" shall include a reference to the landlord's representative) reasonable judgment, unskilled or otherwise objectionable, and any such workmen shall be discharged, and the Tenant shall exonerate, indemnify and hold the Landlord (and the landlord's representative) harmless from any such loss, cost, damage or liability incurred by reason of compliance with any such demand.

The Tenant shall use, and the Tenant shall require its contractor and subcontractors to use, every legal effort to prevent work stoppages on the demised premises or elsewhere in the Terminal, to the extent attributable to work being performed on the demised premises, irrespective of the reason for any such stoppage, in recognition of the fact that it is of the utmost importance to the Landlord and all those occupying or to occupy space in the Terminal that there be no interruption in the progress of the work and to that end, in the event that the conduct or presence of any employee(s) of the Tenant or the Tenant's contractor(s) or subcontractor(s) causes a labor dispute or work stoppage, the Tenant expressly agrees to have such employee(s) immediately removed from the Terminal upon the Landlord's request, and the Tenant's failure to do so shall constitute a default under the lease. The tenant shall exonerate, indemnify and hold the Landlord (and the landlord's representative) harmless from any loss, cost, damage or liability incurred by reason of compliance with any such demand.

The Landlord's Contractor has included in his contract with all subcontractors the following Harmony Clause. The Tenant will be required to include this clause in all contracts with general and subcontractors so that there will be no interruption in the process of work.

Harmony Clause

"There shall be no manifestations on the project of any dispute between any labor organization and any Tenant contractor or subcontractor, including but not limited to, any area standards picketing against said contractor or subcontractor.

Should there be any manifestation of a labor dispute between any Tenant contractor or subcontractor and any union, which results in a stoppage of work on the part of said contractor or subcontractor's employees or the employees of any other employer or supplier on the project or at the Terminal, which in the sole judgment of the Landlord will cause, or is likely to cause, unreasonable delay in the progress of construction or operation of any business at the Terminal, then upon written notice from the Landlord, the Tenant shall have the obligation and the right to declare the contractor or subcontractor in default of his contract, and upon such notice, the Tenant shall have the right to take such steps as are necessary to finish the uncompleted portion of the work to be performed by the contractor or subcontractor.

B. GENERAL CONSTRUCTION

The Tenant shall perform all work necessary to prepare each of the demised premises for opening for business and shall comply with the plan approval procedure outlined in this Schedule B. The finish work which the Tenant is to perform shall include, but not be limited to, the following:

1. STOREFRONTS

a. The Tenant shall construct the storefront and closure, if any, including all required structural supports.

b. The design of the storefront shall be in harmony with the other stores of the Retail Area and shall conform to the standards of design and construction contained in the Tenant Design Manual. In any event, the storefront shall be subject to the prior approval of the Landlord's Representative.

c. The Tenant shall finish and install all signs in accordance with the Tenant Design Manual. All are subject to approval of the Landlord and the Landlord's Representative.

2. FLOOR SLABS

a. Any work performed by the Tenant relating to the floor slabs for
The demised premises, including, without limitation, slab preparation, placement of concrete, any demolition, will be performed by the Tenant's contractor at the Tenant's expense, in accordance with the plans and specifications which shall have been approved by the Landlord's Representative prior to commencing any such work.

2. CEILINGS

a. No combustible materials will be permitted above the ceiling. The Tenant shall not hang any material or fixtures from the roof deck or bottom chord of structural members. Preferably, all hanging shall be done from the top chord of structural members by means of trapeze-type hangers. Any such "hangers" shall be subject to the prior approval of the Landlord.

b. The Tenant shall not hang anything from the ceiling grid system or existing mechanical systems in the Terminal.

3. INTERIOR WALLS & PARTITIONS

a. The Tenant shall install on the Tenant's rear side of demised premises a wall constructed of one-hour rated material from

finished floor to the underside of the ceiling above the premises.

b. The Tenant will not be permitted to hang fixtures from nor attach fixtures to the aforementioned partition.

c. All interior finish materials shall meet the flamespread requirements of all applicable codes, ordinances and regulations.

4. FLOOR COVERING

a. The Tenant shall install all floor covering within the demised premises

5. TRASH AND RUBBISH

a. The Tenant shall provide for an area for dry rubbish collection containers within the demised premises.

b. If the Tenant generates garbage, wet garbage containers shall be provided by the Tenant.

c. The Tenant and the Tenant's contractors shall be totally responsible during construction and fixturing for their own trash removal.

6. FIRE EXTINGUISHERS

a. The Tenant shall furnish and install fire extinguishers as required by applicable authorities, including the Port Authority of New York and New Jersey and New York City Fire Departments and the Landlord's insurance carriers.

7. ELECTRICAL

a. The Tenant shall install a complete electrical system for power and lighting as required by the Tenant Design Manual.

b. The Tenant shall make all arrangements for the installation of Tenant's sub-meter and pay all costs and charges in connection therewith.

c. The Tenant shall furnish, install, support and connect all lighting fixtures, including lamps.

d. The Tenant shall furnish and install all lighting timers, contactors, controls, etc.

8. OTHER INTERIOR WORK

The Tenant shall furnish and install all store fixtures; same to be new and at least equal in quality and design to fixtures used

in other better-grade, recently-opened stores of the Tenant or the Tenant's parent company. All fixtures to be subject to the approval of the Landlord's Representative, said approval not to be unreasonably withheld or delayed provided same conform to the foregoing.

9. MATERIALS

No materials used in connection with the Tenant's work in or about the Terminal shall contain any asbestos or other hazardous or toxic materials (collectively, "hazardous materials"). If the transportation, storage, use or disposal of any hazardous materials anywhere on the Terminal associated in any way with the Tenant's work results in any 1) contamination of the soil or surface or groundwater or 2) loss or damage to person(s) or property, then Tenant agrees to respond in accordance with the following paragraph:

Tenant agrees (i) to notify the Landlord immediately of any contamination, loss or damage, (ii) after consultation and approval by the Landlord, to clean up the contamination in full compliance with all applicable statutes, regulations and standards, and (iii) to indemnify, defend and hold Landlord harmless from and against any claims, suits, causes of action, costs and fees, including attorneys' fees, arising from or connected with any such contamination, claim of contamination, loss or damage. This provision shall survive the termination of the lease to which this Schedule "B" is annexed. No consent or approval by the Landlord shall in any way be construed as imposing upon Landlord any liability for the means, methods, or manner of removal, containment or other compliance with applicable law for and with respect to the foregoing.

Tenant shall immediately notify Landlord upon Tenant's receipt of any inquiry, notice, or threat to give notice by any governmental authority or any other third party with respect to any hazardous material.

11. CONSTRUCTION BARRICADES

The Tenant shall furnish and install a construction barricade constructed of metal studs and gypsum board prior to any construction in the premises. The barricade shall be properly finished and painted to the satisfaction of the landlord and the landlord's representative. The Landlord will provide at the Tenant's expense a sign or signet with the Tenant's logo and indicating that the Tenant is coming to the Terminal, reasonably satisfactory in all respects to the Landlord, so that same may appear on such temporary barricades.

Certificate of Vote

I, Christopher J. Redd, Secretary of LGABEV, Inc., hereby certify that the following is a true copy of a resolution of the board of directors of this corporation adopted at a meeting duly called and held on January 7, 2010, a quorum being present and acting throughout, and that such resolution has not been revoked, amended or modified and is in full force and effect:

> VOTED: That any officer (President or Vice President) be and is hereby authorized, singly, to execute and deliver on behalf of this corporation a lease between MarketPlace LaGuardia Limited Partnership, as landlord, and this corporation, as tenant, and all related amendments, agreements, certificates, consents, instruments and documents, for such space which may be included in the leased premises from time to time pursuant to the lease and any future amendments, agreements, certificates, consents, instruments or documents, located in the Central Terminal Building at LaGuardia Airport, New York City, New York, upon such terms and conditions as the signing officer shall determine to be necessary or appropriate. The signature of any such officer thereon shall conclusively evidence its approval by this vote.

This is to certify further that as of the date the resolution referenced above and the date hereof, Christopher J. Redd is a Vice President of this corporation.

Secretary

Dated: January 28, 2010

[SEAL]

Form - All-Purpose Ack. N.Y. (rev 1/4/2000)

For The Port Authority Of New York & New Jersey

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 3rd day of May in the year 2010, before me, the undersigned, a Notary Public in and for said state, personally appeared Lysa C. Scully, 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.

MICHAEL F. SCHMIDT
Notary Public, State of New York
No. 01SC6118149
Qualified in New York County
Commission Expires November 1, 20 12

(notarial seal and stamp)

For MarketPlace LaGuardia Limited Partnership

STATE OF Massachusetts
) ss.
COUNTY OF Middlesex)

On the 16th day of April in the year 2010, before me, the undersigned, a Notary Public in and for said state, personally appeared Paul McGinn, 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.

KEIKO GOVAN
NOTARY PUBLIC
My commission expires June 30, 2011

(notarial seal and stamp)

For LGA Airport Restaurants, L.P.

STATE OF Pennsylvania)
) ss.
COUNTY OF Bucks)

On the 9th day of April in the year 2010, before me, the undersigned, a Notary Public in and for said state, personally appeared Eric J. Blatstein , 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.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
NANCY K. CZIRIAK, Notary Public
New Britain Twp., Bucks County
My Commission Expires December 16, 2012

Nancy K Cziriak

(notarial seal and stamp)

: For Port Authority Use Only :
:
:Permit Number: AGA-767 :

LAGUARDIA AIRPORT
PRIVILEGE PERMIT

The Port Authority of New York and New Jersey (the "Port Authority") hereby grants to the Permittee named below the described non-exclusive privilege at LaGuardia Airport, in the Borough of Queens, County of Queens, City and State of New York, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. **PERMITTEE:** LAGUARDIA USA, LLC, a limited liability company formed under the laws of the State of New York

2. **PERMITTEE'S ADDRESS:** One International Plaza
Suite 130
Philadelphia, PA 19113

3. **PERMITTEE'S REPRESENTATIVE:** Eric J. Blatstein

4. **PRIVILEGE:** To provide such services as are described in Special Endorsement No. 1 hereof (the "Authorized Service"), and for no other purpose or purposes whatsoever

5. **FEES:** As set forth in Special Endorsement Nos. 3 and 4 hereof

6. **EFFECTIVE DATE:** March 1, 2007

7. **EXPIRATION DATE:** December 31, 2015, unless sooner revoked or terminated as provided herein

8. **REQUIRED SECURITY DEPOSIT:** $75,000.00

9. **INSURANCE REQUIREMENTS:** $2,000,000.00 minimum limit Commercial General Liability (inclusive of liquor liability insurance or, alternatively, separate coverage of $2,000,000.00 minimum limit Liquor Liability Insurance) and $2,000,000.00 minimum limit commercial Automobile Liability

10. **ENDORSEMENTS:** Standard Endorsements 10.2, 14.1, and 29, Specials and Schedule G

Dated: As of March 1, 2007

US AIRWAYS, INC.

By: _____

Name Mike Mineeva

(Title) Vice President

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

Name Lysa C. Scully
(Please Print Clearly)

(Title) Assistant Director, Customer, Concessions & Airport Services

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

MLG/NEI

LAGUARDIA USA, LLC, Permittee

By _____

Name Eric. J. Blatstein
(Please Print Clearly)

(Title) Manager

TERMS AND CONDITIONS

1. Definitions:

The following terms, when and if used in this Permit, shall have the respective meanings given below:

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

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

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

(d) "*Effective Date*" shall mean that date appearing in Item 6 on the first page of this Permit as the same may be modified pursuant to the provisions of Section 2(a) hereof.

(e) "*Environmental Requirement*" shall mean all common law and all past, present and future laws, statutes, enactments, resolutions, regulations, rules, directives, ordinances, codes, licenses, permits, orders, memoranda of understanding and memoranda of agreement, guidances, approvals, plans, authorizations, concessions, franchises, requirements and similar items of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof, all pollution prevention programs, "best management practices plans", and other programs adopted and agreements made by the Port Authority (whether adopted or made with or without consideration or with or without compulsion), with any government agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof, and all judicial, administrative, voluntary and regulatory decrees, judgments, orders and agreements relating to the protection of human health or the environment, and in the event that there shall be more than one compliance standard, the standard for any of the foregoing to be that which requires the lowest level of a Hazardous Substance, the foregoing to include without limitation:

(i) All requirements pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Substances into the air, surface water, groundwater or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances, or the transfer of property on which Hazardous Substances exist; and

(ii) All requirements pertaining to the protection from Hazardous Substances of the health and safety of employees or the public.

(f) "*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.

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

(h) "*Gross Receipts*" shall mean all monies paid or payable to the Permittee for sales made and for services rendered at or from the Airport, regardless of when or where the order therefor is received, and outside the Airport, if the order therefor is received at the Airport, and any other revenues of any type arising out of or in connection with the Permittee's operations at the Airport; provided, however, that any taxes imposed by law which are separately stated to and paid by the customer and directly payable to the taxing authority by the Permittee, shall be excluded therefrom. For avoidance of doubt, gross receipts shall include retail display allowances or other promotional incentives (collectively, "RDAs") (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 the Permittee's operations at the Terminal, including, without limitation, the following: proceeds from the sale of gift and merchandise certificates (but only when such certificates are treated as a sale from the concession area pursuant to the Permittee'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 concession area (although such orders may be filled elsewhere); sales through vending machines or other devices; and all insurance proceeds received due to loss of gross earnings under the Permittee's business interruption insurance coverage. Catalogue sales generated from catalogues distributed from the concession area will be included in the Permittee's calculation of gross receipts. For this purpose, catalogues displayed in the concession area will include a tracking number unique to the concession area 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) 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 Permittee; (b) 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 the Permittee's business; (c) revenues 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 the Permittee's vendors, suppliers, or manufacturers and rebates that reduce the Permittee's cost of goods, excluding RDAs and other promotional incentives, which are expressly included in gross receipts; (d) the sale or transfer in bulk of the inventory of the Permittee to a purchaser of all or substantially all of the assets of the Permittee in a transaction not in the ordinary course of the Permittee's business; and (e) any revenues from the sale of pre-paid telephone calling card which are subject to a separate agreement with the Port Authority.

(i) "*Hazardous Substance*" shall mean any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer, endocrine disruption or reproductive toxicity, petroleum and petroleum products and substances declared to be hazardous or toxic or the removal, containment or restriction of which is required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling or ownership of which is restricted, prohibited, regulated or penalized by any federal, state, county, or municipal or other local statute or law now or at any time hereafter in effect as amended or supplemented and by the regulations adopted and publications promulgated pursuant thereto.

(j) "*Person*" shall mean not only a natural person, corporation or other legal entity, but also two or more natural persons, corporations or other legal entities acting jointly as a firm, partnership, unincorporated association, consortium, joint adventurers or otherwise.

(k) "*Post-Termination Period*" shall have the meaning ascribed to it in paragraph (a) of Section 29 hereof.

2. Effective Date, Termination and Revocation:

(a) The permission hereby granted shall take effect upon the Effective Date. Notwithstanding Item 6 appearing on the first page of this Permit, the Effective Date of this Permit shall be that date the Permittee commenced any of the activities permitted by this Permit. The Permittee in executing this Permit represents that the Effective Date appearing in Item 6 on the first page of this Permit is the date the Permittee commenced any of the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced any of the activities permitted by this Permit prior to said effective date, the Effective Date of this Permit shall be the date the Permittee commenced any of the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including without limitation the Permittee's indemnity obligations and obligations to pay fees.

(b) Notwithstanding any other term or condition hereof, the permission hereby granted may be revoked without cause upon thirty (30) days' written notice by the Port Authority, or terminated without cause upon thirty (30) days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four (24) hours' notice by the Port Authority if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees. Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth.

(c) In the event the Port Authority exercises it right to revoke this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation, including without limitation any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Permit including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Permit.

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

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

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

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

(e) (i) If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Permittee at the Airport or against any operations of the Permittee under this Permit, whether or not the same is due to the fault of the Permittee and whether or not caused by the employees of the Permittee, and if any of the foregoing, in the opinion of the Port Authority, results or is likely to result in curtailment or diminution of the privileges to be performed hereunder by the Permittee or to interfere with or affect the operation of the Airport by the Port Authority or to interfere with or affect the operations of lessees, licensees, permittees or other users of the Airport, the Port Authority shall have the right at any time during the continuance thereof to suspend the operations of the Permittee under this Permit and/or to revoke this Permit.

(ii) In the event the Port Authority exercises its right to revoke this Permit, as aforesaid, it shall do so by twenty-four (24) hours' written notice to the Permittee, effective as of the time specified in the notice. The exercise by the Port Authority of its right of suspension shall not waive or affect or be deemed to waive or affect the right of revocation.

(iii) Prior to the exercise of the right of suspension by the Port Authority, it shall give the Permittee notice thereof, which notice may be oral. The Permittee shall not perform its operations authorized by this Permit during the period of the suspension. The period of suspension shall end not more than twenty-four (24) hours after the cause thereof has ceased or been cured and the Permittee shall notify the Port Authority of such cessation or cure.

(iv) The rights of suspension and revocation as hereinbefore set forth may be exercised by the Port Authority prior to the Effective Date set forth in Item 6 on the first page of this Permit. No exercise by the Port Authority of its rights granted to it in paragraph (e) of this Section shall be deemed to be a waiver of any other rights of revocation contained in this Permit or a waiver of any other rights or remedies which may be available to the Port Authority under this Permit or otherwise.

(f) No revocation or termination of the permission hereunder shall relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

(g) No exercise by the Port Authority of any right of revocation granted to it in this Section shall be deemed to be a waiver of any other rights of revocation contained in this Section or elsewhere in this Permit or a waiver of any other rights or remedies which may be available to the Port Authority under this Permit or otherwise.

3. Exercise of Rights:

(a) The rights granted hereby shall be exercised

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

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

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

(iv) if the Permittee is an individual, by the Permittee acting only personally or through the medium of its employees, and

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

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

(b) No greater rights or privileges are hereby granted to the Permittee than the Port Authority has the power to grant under the City Lease.

(c) Neither this Permit nor anything contained herein, shall be deemed to grant any rights in the Permittee to use and occupy any land, building space or other area at the Airport or shall be deemed to have created any obligation on the part of the Port Authority to provide any such land, space or area to the Permittee.

(d) Neither the execution and delivery of this Permit nor any act done pursuant thereto shall create between any terminal operator, lessee or other occupant of land at the Airport including but not limited to the Permittee, on one hand, and the Port Authority on the other hand the relationship of bailor and bailee, or any other relationship or any legal status which would impose upon the Port Authority with respect to any personal property, such as but not limited to, aircraft cargo or baggage, owned and/or handled by the Permittee any duty or obligation whatsoever. The Permittee expressly agrees that the Port Authority shall have no liability with

respect to any aircraft cargo or baggage or any other property of the Permittee or of any other Person left anywhere on the Airport.

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

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

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

(h) It is understood that any and all privileges granted hereunder to the Permittee are non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Airport to another or others, whether by this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute a violation or breach of the permission herein granted.

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

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

4. Fees:

(a) The Permittee agrees to pay to the Port Authority, in accordance with Item 5 appearing on the first page of this Permit, a percentage fee.

(b) All statements to be submitted to the Port Authority pursuant to this Section and all payments made under this Permit, shall be sent to the following address:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
P.O. BOX 95000-1517
PHILADELPHIA, PENNSYLVANIA 19195-0001

or made via the following wire transfer instructions:

Bank: TD Bank
Bank ABA number: 031201360
Account number: (Ex. 1)

or to such other address as may hereafter be substituted therefor by the Port Authority, from time to time, by notice to the Permittee.

(c) If and to the extent the full fair market value of any sale, service or other item provided by the Permittee is not charged to or payable by the customer, then the fair market value thereof as determined by the Port Authority shall be included in Gross Receipts.

(d) Without limiting any other provisions of this Permit regarding Gross Receipts, in those instances where the Permittee provides any services or goods along with other services and goods to the same Person (including without limitation those instances where a service is part of or is included within a group of other services and rendered for a single price, and where a service is performed by the Permittee pursuant to agreement for the exchange of services or goods) the Permittee agrees that the value ascribed to the performance of such service by the Permittee shall be the fair and reasonable value thereof as determined by the Port Authority.

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

(f) Notwithstanding that the fee hereunder is measured by a percentage of Gross Receipts, no joint venture or partnership relationship between the parties hereto is created by this Permit.

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

(h) Without limiting any other provision of this Permit, it is hereby specifically understood that the failure to set forth all the classes of Persons, all of the locations served or all of the types of services or activities performed by the Permittee in its exercise of the privileges granted hereunder as of the Effective Date, or the failure to, by appropriate supplement, revise this Permit to reflect any additional classes of Persons, locations served, or services or activities performed by the Permittee subsequent to said Effective Date, shall not affect the inclusion in Gross Receipts hereunder of the amounts, monies, revenues, receipts and income received or receivable by the Permittee in its operations, and the same shall be so included. The foregoing shall not constitute Port Authority consent or be deemed to imply that the necessary Port Authority consent (to be reflected in a supplement to the Permit) with respect to such additional classes of Persons, locations, services or activities will be given.

(i) Without limiting any term or provision of this Permit, in the event the Permittee performs (x) any service, other than the Authorized Service at the Airport, or (y) any service (including the Authorized Service) at any other Port Authority facility, whether such performance is the subject of a written agreement by and between the Port Authority and the Permittee, the Permittee hereby agrees that it will pay to the Port Authority any and all fees and/or charges applicable to such service. The Permittee also agrees that, at the request of the Port Authority, it will enter into the appropriate agreement with the Port Authority providing permission for the Permittee to perform such service.

5. Security Deposit:

(a) (i) Provided that an amount is set forth in Item 8 on the first page of this Permit (the "*Required Security Deposit*"), and, provided, further, the amount of said Required Security Deposit is less than $20,000.00, upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deposit with the Port Authority (and shall keep deposited throughout the effective period of the permission under this Permit) the Required Security Deposit, either in cash, or bonds of the United States of America, or of the State of New Jersey, or of the State of New York, or of the Port Authority of New York and New Jersey, having a market value of that amount, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed. Bonds qualifying for deposit hereunder shall be in bearer form but if bonds of that issue were offered only in registered form, then the Permittee may deposit such bonds or bonds in registered form, provided, however, that the Port Authority shall be under no obligation to accept such deposit of a bond in registered form unless such bond has been re-registered in the name of the Port Authority (the expense of such re-registration to be borne by the Permittee) in a manner satisfactory to the Port Authority. The Permittee may request the Port Authority to accept a registered bond in the Permittee's name and if acceptable to the Port Authority the Permittee shall deposit such bond together with an irrevocable bond power (and such other instruments or other documents as the Port Authority may require) in form and substance satisfactory to the Port Authority. In the event the Required Security Deposit is returned to the Permittee, any expenses incurred by the Port Authority in re-registering a bond to the name of the Permittee shall be borne by the Permittee. In addition to any and all other remedies available to it, the Port Authority shall have the right, at its option, at any time and from time to time, with or without notice, to use the Required Security Deposit, or any part thereof, in whole or partial satisfaction of any of its claims or demands against the Permittee. There shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of the Required Security Deposit itself shall cure any default or breach of this Permit on the part of the Permittee. With respect to any bonds deposited by the Permittee, the Port Authority shall have the right, in order to satisfy any of its claims or demands against the Permittee, to sell the same in whole or in part, at any time, and from time to time, with or without prior notice at public or private sale, all as determined by the Port Authority, together with the right to purchase the same at such sale free of all claims, equities or rights of redemption of the Permittee. The Permittee hereby waives all right to participate therein and all right to prior notice or demand of the amount or amounts of the claims or demands of the Port Authority against the Permittee. The proceeds of every such sale shall be applied by the Port Authority first to the costs and expenses of the sale (including but not limited to advertising or commission expenses) and then to the amounts due the Port Authority from the Permittee. Any balance remaining shall be retained in cash toward bringing the Required Security Deposit to the sum specified in Item 8 on the first page of this Permit. In the event that the Port Authority shall at any time or times so use the Required Security Deposit, or any part thereof, or if bonds shall have been deposited and the market value thereof shall have declined below the amount set forth in Item 8 on the first page of this Permit, the Permittee shall, on demand of the Port Authority and within two (2) days thereafter, deposit with the Port Authority additional cash or bonds so as to maintain the Required Security Deposit at all times to the full amount above stated in Item 8 on the first page of this Permit, and such additional deposits shall be subject to all the conditions of this Section. After the expiration or earlier revocation or termination of the effective period of the permission under this Permit, and upon condition that the Permittee shall then be in no wise in default under any part of this Permit, and upon written request therefor by the Permittee, the Port Authority will return the Required Security Deposit to the Permittee less the amount of any and all unpaid claims and

demands (including estimated damages) of the Port Authority by reason of any default or breach by the Permittee of this Permit or any part thereof. The Permittee agrees that it will not assign or encumber the Required Security Deposit. The Permittee may collect or receive any interest or income earned on bonds and interest paid on cash deposited in interest-bearing bank accounts, less any part thereof or amount which the Port Authority is or may hereafter be entitled or authorized by law to retain or to charge in connection therewith, whether as or in lieu of an administrative expense, or custodial charge, or otherwise; provided, however, that the Port Authority shall not be obligated by this provision to place or to keep cash deposited hereunder in interest-bearing bank accounts.

(ii) In lieu of the Required Security Deposit made in the form described above in paragraph (a)(i), the Permittee may at any time during the effective period of the permission granted under this Permit offer to deliver to the Port Authority, as security for all obligations of the Permittee under this Permit, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District, in favor of the Port Authority in the amount of the Required Security Deposit. The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission granted under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent satisfactory letter. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by security in accordance with paragraph (a)(i) of this Section or another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security under paragraph (a)(i) of this Section. Failure to provide such a letter of credit at any time during the effective period of the permission granted under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit, shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the Required Security Deposit, if any, theretofore made under and in accordance with the provisions of paragraph (a)(i) of this Section. The Permittee shall have the same rights to receive such Required Security Deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the effective period of the permission granted under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount.

(b) Provided that a Required Security Deposit amount is set forth in Item 8 on the first page of this Permit, and, provided, further, the amount of said Required Security Deposit is equal to or greater than $20,000.00, upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of the Permit on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority, and payable in the Port of New York District in the amount of the Required Security Deposit. The form and

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

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

(d) If the Permittee is obligated by any other agreement to maintain a security deposit with the Port Authority to insure payment and performance by the Permittee of all fees, rentals, charges and obligations which may become due and owing to the Port Authority arising from the Permittee's operations at the Airport pursuant to any such other agreement or otherwise, then all such obligations under such other agreement and any deposit pursuant thereto also shall be deemed obligations of the Permittee under this Permit and as security hereunder as well as under any such other agreement and all provisions of such other agreement with respect to such obligations and any obligations thereunder of the Port Authority as to the security deposit are hereby incorporated herein by this reference as though fully set forth herein and hereby made a part hereof. The termination, revocation, cancellation or expiration of any other agreement to which such security shall apply or any permitted assignment of such other agreement shall not affect such obligations as to such security which shall continue in full force and effect hereunder.

6. Permittee's Operations:

(a) The Permittee shall provide to the Port Authority, upon request of the Port Authority from time to time, such information and data in connection with the permission +granted hereunder as the Port Authority may request and shall, if so requested by the Port Authority, make periodic reports thereof to the Port Authority utilizing such forms as may be adopted by the Port Authority for such purpose.

(b) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with the permission granted hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee. The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

(c) The Permittee shall, at all times that areas of the Airport are being used for the privileges permitted hereunder, maintain said areas in a clean and orderly condition and appearance. The Permittee shall promptly wipe up any oil, gasoline, grease, lubricants and other inflammable liquids and substances and any liquids and substances having a corrosive or detrimental effect on the paving or other surface of the ramps or other areas upon which it performs the privileges authorized by this Permit resulting from its operations hereunder. The Permittee shall repair, replace, repave or rebuild, or at the Port Authority's election, the Permittee shall pay to the Port Authority the cost to the Port Authority of repairing, replacing, repaving or rebuilding, all or any part of the ramps or other areas upon which it performs the privileges authorized by this Permit which may be damaged or destroyed by such oil, gasoline, grease, lubricants or other liquids or substances or by any other act or omission of the Permittee or its employees, except for reasonable wear and tear arising out of its operations thereon.

(d) A principal purpose of the Port Authority in granting the permission under this Permit is to have available at the Airport, the privileges which the Permittee is permitted to render hereunder. The Permittee agrees that it will conduct a first-class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor, and keep the same in a first-class operating condition at all times.

(e) The Permittee shall immediately comply with all orders, directives and procedures as may be issued by the General Manager of the Airport covering the operations of the Permittee under this Permit at any time and from time to time. The Port Authority may, at any time and from time to time, without prior notice or cause, withdraw or modify any designation, approval, substitution or redesignation given by it hereunder.

(f) In the event of any injury or death to any person (other than employees of the Permittee) at the Airport when caused by the Permittee's operations, or damage to any property (other than the Permittee's property) at the Airport when caused by the Permittee's operations,

the Permittee shall immediately notify the Port Authority and promptly thereafter furnish to the Port Authority copies of all reports given to the Permittee's insurance carrier.

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

(h) The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations at the Airport.

7. Indemnity:

(a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, and the Airline (as defined in Special Endorsement No. 1 of this Permit), its directors officers, employees, agents and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third Persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Permittee in performing or observing any term or provision of this Permit, or out of the operations of the Permittee hereunder, or out of any of the acts or omissions of the Permittee, its officers, employees or Persons who are doing business with the Permittee arising out of or in connection with the activities permitted hereunder, or arising out of the acts or omissions of the Permittee, its officers or employees at the Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

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

(c) Without limiting any other term or provision hereof, the Permittee shall indemnify the Port Authority and hold it harmless against all claims and demands of third Persons for damage to any aircraft cargo or baggage or any other property handled or delivered pursuant to the permission granted by this Permit.

(d) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand set forth in paragraphs (a), (b) and (c) above (even if such claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the

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

8. Liability Insurance:

(a) The Permittee, in its own name as insured and including the Port Authority as an additional insured, shall maintain and pay the premiums during the effective period of the Permit on a policy or policies of Commercial General Liability Insurance, including premises-operations and products-completed operations and covering bodily-injury liability, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the minimum limit set forth in Item 9 on the first page of this Permit. Without limiting the foregoing, the Permittee shall maintain Workers' Compensation and Employers Liability Insurance in accordance with the Permittee's statutory obligations under the applicable State Workers' Compensation Law for those employees of the Permittee employed in operations conducted pursuant to this Permit at or from the Airport. In the event the Permittee maintains the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured, except for the Workers' Compensation and Employers Liability Insurance policies, to the full extent of all such insurance in accordance with all terms and provisions of this Permit.

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

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

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

(e) A certified copy of each policy or a certificate or certificates of insurance evidencing the existence thereof, or binders, shall be delivered to the Port Authority upon execution and delivery of this Permit by the Permittee to the Port Authority. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate of insurance. Any renewal policy shall be evidenced by a renewal certificate of insurance delivered to the Port Authority at least seven (7) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of this Permit. The aforesaid insurance shall be written by a company or companies approved by the Port Authority. If at any time any insurance policy shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policy shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each policy shall be delivered to or made available for inspection by the Port Authority.

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

9. Special Endorsements:

The Permittee hereby agrees to the terms and conditions of the endorsements attached hereto, hereby made a part hereof and marked "*Special Endorsements*". The terms and provisions of the Special Endorsements shall have the same force and effect and as if herein set forth in full.

10. No Waiver:

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

11. Removal of Property:

The personal property placed or installed by the Permittee at the Airport shall remain the property of the Permittee and must be removed on or before the expiration, revocation, cancellation or termination of the permission hereby granted, whichever shall be earlier. Without limiting the terms and provisions of paragraph (g) of Section 18 hereof, any such property remaining at the Airport after the effective date of such expiration, revocation, cancellation or termination shall be deemed abandoned by the Permittee and may be removed

and disposed of by the Port Authority in any manner it so determines in its sole discretion and all the proceeds of any removal or disposition shall be retained by the Port Authority for its account and all costs and expenses of such removal and disposition shall be paid to the Port Authority by the Permittee when billed.

12. Permittee's Representative:

The Permittee's representative specified in Item 3 on the first page of this Permit (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and any act or thing done or to be done hereunder, and to execute on the Permittee's behalf any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. Notices:

Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices given by the Port Authority to the Permittee shall be validly given if sent by registered or certified mail addressed to the Permittee at the address specified on the first page hereof or at the latest address that the Permittee may substitute therefor by notice to the Port Authority, or left at such address, or delivered to the Permittee's representative. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003 or at such other address as the Port Authority shall hereafter designate by notice to the Permittee. If mailed, the notices herein required to be given shall be deemed effective and given as of the date of the certified or registered mailing thereof.

14. Late Charges:

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Section with respect to such unpaid amount. Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 2 of these Terms and Conditions, or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Section

shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

15. Non-discrimination:

(a) This Permit is subject to the requirements of the U.S. Department of Transportation's regulations, Title 49, Code of Federal Regulations, Part 23. The Permittee agrees that it shall not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement or other agreement covered by Title 49, Code of Federal Regulations, Part 23. Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any space at the Airport and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any space at the Airport and the furnishing of any service thereon by the Permittee, no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any space at the Airport and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Section in every agreement or concession covered by Title 49, Code of Federal Regulations, Part 23 that it enters into and cause those Person or Persons to similarly include the provisions in further agreements and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

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

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

(e) Nothing contained in this Section shall grant or shall be deemed to grant to the Permittee the right to transfer or assign this Permit, to make any agreement or concession of the

type mentioned in paragraph (b) hereof, or any right to perform any construction on any space at the Airport, or any right to use or occupy any space at the Airport.

16. Affirmative Action:

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

The Permittee acknowledges that Federal rules and regulations in connection with the subject matter of this Section may be amended from time to time and, in connection therewith, the Port Authority may modify the terms and provisions of this Section so as to assure compliance with such Federal rules and regulations. The Permittee hereby acknowledges and agrees that it shall be bound by all modifications made by the Port Authority to the terms and provisions of this Section, as described in the preceding sentence, upon written notice from the Port Authority containing such modifications.

17. Rules and Regulations:

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

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

18. Prohibited Acts

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

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

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

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

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

(v) may interfere with the effectiveness or accessibility of any drainage and sewerage system, water system, communications system, fire protection system, sprinkler system, alarm system, fire hydrant and hose, if any, installed or located or to be installed or located in or on the Airport, or

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

For the purpose of this paragraph (a), "Airport" includes all structures located thereon.

(b) The Permittee shall not dispose of, release or discharge nor permit anyone to dispose of, release or discharge any Hazardous Substance on the Airport except that the Permittee may release or discharge de-icing fluids utilized in the Permittee's ordinary course of business in the performance of any of the privileges granted hereunder so long as such release or discharge is not a violation of the terms and conditions of Sections 17 or 19 hereof. In addition to and without limiting Section 19 hereof, any Hazardous Substance disposed of, released or discharged by the Permittee (or permitted by the Permittee to be disposed of, released or discharged) on the Airport shall upon notice by the Port Authority to the Permittee and subject to the provisions of paragraph (f) of Section 17 hereof and to all Environmental Requirements, be completely removed and/or remediated by the Permittee at its sole cost and expense, provided, however, the forgoing shall not apply to releases and discharges which are in compliance with the terms and conditions of Sections 17 and 19 hereof of de-icing fluids utilized in the Permittee's ordinary course of business in the performance of any of the privileges granted hereunder and the obligation of the Permittee to remove and remediate such de-icing fluids shall be as required by the terms and conditions of Sections 17 and 19 hereof. The obligations of the Permittee pursuant to this paragraph shall survive the expiration, revocation, cancellation or termination of this Permit.

(c) The Permittee shall not dispose of nor permit anyone to dispose of any waste materials (whether liquid or solid) by means of any toilets, sanitary sewers or storm sewers.

(d) (i) The Permittee shall not employ any persons or use any labor, or use or have any equipment, or permit any condition to exist, which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies at the Airport which interfere or are likely to interfere with the operation of the Airport or any part thereof by the Port Authority or

with the operations of the lessees, licensees, permittees or other users of the Airport or with the operations of the Permittee under this Permit.

(ii) The Permittee shall use its best efforts to resolve any such complaints, troubles, disputes or controversies.

(iii) The Permittee acknowledges that it is familiar with the general and local conditions prevailing at the Airport and with the all pertinent matters and circumstances which may in any way affect performance of the privileges granted under this Permit.

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

(f) The Permittee shall not install any fixtures or make any alterations, additions, improvements or repairs to any property of the Port Authority except with the prior written approval of the Port Authority.

(g) No signs, posters or similar devices shall be erected, displayed or maintained at the Airport without the written approval of the General Manager of the Airport; and any not approved by such General Manager or not removed by the Permittee upon the termination, revocation, expiration or cancellation of this Permit may be removed by the Port Authority at the expense of the Permittee.

(h) The Permittee shall not operate any engine or any item of automotive equipment in any enclosed space at the Airport unless such space is adequately ventilated.

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

(j) The Permittee shall not fuel or defuel any equipment in any enclosed space at the Airport without the prior approval of the General Manager of the Airport except in accordance with Port Authority rules and regulations.

(k) The Permittee shall not start or operate any engine or any item of automotive equipment in any enclosed space at the Airport unless such space is adequately ventilated and unless such engine is equipped with a proper spark-arresting device.

19. Law Compliance:

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

(b) The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operations at the Airport or on the Gross Receipts, or income therefrom, and shall make all applications, reports and returns required in connection therewith.

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

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

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

20. Trademarks and Patent Infringement:

The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit.

21. Inspection:

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

22. Federal Aid:

(a) The Permittee shall

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

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

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

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

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

23. Capacity and Competition:

(a) The Permittee shall refrain from entering into continuing contracts or arrangements with any third Person for furnishing services covered hereunder when such contracts or arrangements will have the effect of utilizing to an unreasonable extent the Permittee's capacity for rendering such services. A reasonable amount of capacity shall be reserved by the Permittee for the purpose of rendering services hereunder to those who are not parties to continuing contracts with the Permittee.

(b) The Permittee shall not enter into any agreement or understanding, express or implied, binding or non-binding, with any other Person who may furnish services at the Airport similar to those furnished hereunder which will have the effect of (i) fixing rates and charges to be paid by users of the services; (ii) lessening or preventing competition between the Permittee and such other furnishers of services; or (iii) tending to create a monopoly on the Airport in connection with the furnishing of such services.

24. Business Development and Records:

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

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

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

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

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

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

(vi) permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to the equipment described in paragraph (a)(vii) below; and

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

(b) Without implying any limitation on the right of the Port Authority to revoke this Permit for cause for breach of any term, condition or provision thereof, including but not limited to, breach of any term, condition or provision of paragraph (a) above, the Permittee understands that the full reporting and disclosure to the Port Authority of all Gross Receipts and the Permittee's compliance with all the provisions of paragraph (a) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under this Permit. In the event any Books and Records are maintained outside the Port of New York District or in the event of the failure of the Permittee to comply with all the provisions of paragraphs (a)(ii) through (a)(vii) above then, in addition to all, and without limiting any other, rights and remedies of the Port Authority under this Permit or otherwise and in addition to all of the Permittee's other obligations under this Permit:

(i) the Port Authority may estimate the Gross Receipts on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the fees based thereon shall be payable to the Port Authority when billed; and/or

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

(c) In the event that upon conducting an examination and audit as described in this Section the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee (the "*Audit Findings*"), the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount equal to five percent (5%) of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge(s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority

by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Section with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

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

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

25. Rates and Charges:

The Permittee shall establish rates and discounts therefrom which are in compliance with Section 22 hereof (each such rate and discount is hereinafter called an "*Established Rate*"). Upon request by the Port Authority, the Permittee shall provide the Port Authority its rates and discounts therefrom for goods and services furnished hereunder. If the Permittee applies any rate in excess of the Established Rate therefor or extends a discount less than the Established Discount therefor, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the Established Rate shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the Established Rate therefor or extends a discount which is in excess of the Established Rate therefor, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the Established Rate shall constitute an undercharge and an amount equivalent thereto shall be included in Gross Receipts hereunder and the Basic Percentage Fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in Gross Receipts any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon such breach which would otherwise be available to it at law, in equity or by reason of this Permit.

26. Other Agreements:

In the event the terms and provisions of any agreement entered into by the Permittee with any third Person in connection with the privileges granted hereunder are contrary to or conflict or are inconsistent with the terms and provisions of this Permit, the terms and provisions of this Permit shall be controlling, effective and determinative.

27. City Lease Provisions:

(a) The Permittee acknowledges that it has received a copy of, and is familiar with the contents of, the City Lease. The Permittee acknowledges that no greater rights or privileges are hereby granted to the Permittee than the Port Authority has the power to grant under the City Lease.

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

(i) This Permit is subject and subordinate to the City Lease and to any interest superior to that of the Port Authority;

(ii) The Permittee shall not pay the fees or other sums under this Permit for more than one (1) month in advance (excluding security or other deposits required under this Permit);

(iii) With respect to this Permit, the Permittee on the termination of the City Lease will, at the option of the City, enter into a direct permit on identical terms with the City;

(iv) The Permittee shall indemnify the City, as third party beneficiary hereunder, with respect to all matters described in Section 31 of the City Lease;

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

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

(vii) The failure of the Permittee to comply with the foregoing provisions shall be an event of default under this Permit, which shall provide the Port Authority with the right to revoke this Permit and exercise any other rights that the Port Authority may have as the grantor of the permission hereunder; and

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

28. Waiver of Trial by Jury:

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

29. Continued Exercise of Privilege After Expiration, Revocation or Termination:

(a) 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 Authorized

Service for any period (a "Post-Termination Period") following 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, the Permittee shall pay to the Port Authority, for any Post-Termination Period, a fee equal to twice the percentage fee otherwise stated to be payable hereunder.

(b) The foregoing shall not be deemed to give the Permittee any right to continue to perform the Authorized Service at the Airport after the expiration, revocation or termination of the effective period of the permission granted under this Permit. In addition, the Permittee acknowledges that the failure of the Permittee to cease to perform the Authorized Service at the Airport from the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss, and the Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss. The Permittee acknowledges that the Port Authority reserves all its legal and equitable rights and remedies in the event of such failure by the Permittee to cease performance of the Authorized Service.

(c) The Permittee hereby acknowledges and agrees that, subject to the foregoing, all terms and provisions of this Permit shall be and continue in full force and effect during any Post-Termination Period.

30. Miscellaneous:

(a) It is understood and agreed that the Port Authority shall not furnish, sell or supply to the Permittee any services or utilities in connection with this Permit.

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

(c) The Section and paragraph headings, if any, in this Permit are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provision hereof.

(d) This Permit, including the attached Special Endorsements, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof. This Permit may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee or except by notice as specifically set forth in

Sections 4 and 13 hereof. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

For the Port Authority

Initialed:

For the Permittee

For the Airline

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

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

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

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

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

(d) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee. The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No

such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

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

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

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

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

The Permittee shall during the entire effective period of this Permit maintain in effect a license to sell liquor for consumption on the Space. The Port Authority may at any time on twenty-four (24) hours' notice revoke this Permit effective at the time specified in the notice if said liquor license is revoked, cancelled or suspended regardless of the fault of the Permittee, provided, however, that such revocation, cancellation or suspension of said liquor license is still in effect at the time of giving said notice. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

SPECIAL ENDORSEMENTS

1. (a) (i) By agreement of lease dated as of June 2, 1989, and identified by Port Authority Lease No. AGA-126 (said agreement of lease as the same may have been supplemented and amended being hereinafter called "Airline Lease") the Port Authority leased to Continental Airlines, Inc. and Eastern Air Lines, Inc., jointly and severally, certain premises at LaGuardia Airport for the construction and operation of an airline passenger terminal building (hereinafter called "Terminal"). Eastern Airlines, Inc. subsequently assigned to Continental Airlines, Inc. its entire interest in the Airline Lease with the approval of the Bankruptcy Court and the consent of the Port Authority. The Airline Lease was thereafter assigned with the approval of the Bankruptcy Court by Continental Airlines, Inc. to US Airways, Inc., formerly US Air, Inc. (hereinafter called "Airline) pursuant to an Assignment of Lease and Related Documents with Assumption and Consent Agreement entered into among the Port Authority, the Airline and Continental Airlines, Inc., and dated January 17, 1992. It was contemplated under the Airline Lease that certain consumer services would be operated in space provided by the Airline in the Terminal. The Airline and the Permittee have accordingly entered into a concession sublease agreement (restating an original sublease agreement executed on or about April 5, 2006 that was not consented to by the Port Authority, and hereinafter called the "Concession Agreement"), dated as of March 1, 2007, providing for the operation by the Permittee of certain businesses in the Concession Area, as hereinafter defined.

(ii) By agreement of lease dated as of March 17, 1977, and identified by Port Authority Lease No. AGA-751 (said agreement of lease as the same may have been supplemented and amended being hereinafter called "Shuttle Terminal Lease") the Port Authority leased to Eastern Air Lines, Inc. portions of the concession areas in the shuttle terminal ("Shuttle Terminal") at the Airport. Eastern Air Lines, Inc. assigned the Shuttle Terminal Lease to Trump Shuttle, Inc, pursuant to an Assignment of Lease dated June 2, 1989. Pursuant to that certain agreement, dated April 10, 2002 among the Port Authority, Trump Shuttle, Inc. and US Airways, the Port Authority granted consent to merger of Trump Shuttle, Inc. with the Airline with the Airline succeeding to all of the rights, obligations and liabilities of Trump Shuttle, Inc. ("Merger")

(b) Subject to all of the terms, covenants and provisions of this Permit, the Port Authority and the Airline hereby grant to the Permittee the privileges described in this subparagraph (b) and for no other purpose or purposes whatsoever: for the privilege of operating a retail concession stores, to be used to operate food and beverage concession facilities as more fully described in Article IV of the Concession Agreement at the location more fully described in Article II of the Concession Agreement (hereinafter collectively called the "Concession Area") and for the sale of such other specialty retail items normally featured in Permittee's branded concept airport locations as may be consented to in advance in writing by the Port Authority, and for no other purpose or purposes whatsoever. The Permittee shall also be permitted (i) to use such storage and support area at the Terminal and Shuttle Terminal, as more fully described in the aforesaid Article II (which may be changed from time to time by the Port Authority)("Storage Area") for the purpose of the storage and preparation of products necessary for the concession operated permitted hereunder, for stocking only products and goods that are

intended to be offered for sale hereunder, and for office and administrative purposes related to the permitted activities, and (ii) to use certain public seating and circulation space in the Terminal generally provided for the use of concessionaire patrons, as more fully described in the aforesaid Article II.

The Permittee understands that since the Terminal and the Shuttle Terminal are leased to the Airline, all arrangements as to the Concession Area, the Storage Area and facilities in which the privilege will be exercised, including utilities and services, shall be made with the Airline, and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the size, location, adequacy or suitability of the Concession Area, the Storage Area and the facilities therein. Notwithstanding the foregoing, however, the Airline expressly hereby agrees that it shall not, pursuant to the Concession Agreement, relocate or reconfigure all or any part of the Concession Area or the Storage Area without the prior written consent of the Port Authority.

(c) By its terms, the Concession Agreement is subject and subordinate to the Airline Lease and the Shuttle Terminal Lease and the Permittee is obligated under the Concession Agreement to comply with all applicable terms of the Airline Lease and the Shuttle Terminal Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease and the Shuttle Terminal Lease. It was stipulated in the Airline Lease, the Shuttle Terminal Lease and in the Concession Agreement that the Permittee would also enter into this Permit with the Port Authority covering such services to be provided by Permittee under the Concession Agreement. Subject to the terms of this Permit, the Port Authority hereby consents to the Concession Agreement as of March 1, 2007.

2. As used herein:

(a) "Annual Period" shall mean the period commencing on the Fee Commencement Date and ending on the three hundred and sixty-fifth (365th) day following the Fee Commencement Date, and each three hundred and sixty-five (365) day period occurring thereafter during the period of permission granted herein.

(b) "Fee Commencement Date" shall mean March 1, 2007.

(c) "Anniversary Date" shall mean, as the context requires, the first anniversary of the Effective Date (the "First Anniversary Date") and each anniversary of such date occurring during the period of permission.

(d) "Minimum Annual Guaranty" or "MAG" shall mean the amount of One Million Five Hundred Thirty Thousand Dollars and No Cents ($1,530,000.00) during each Annual Period hereunder, subject to annual adjustment and/or other adjustments, as set forth in Special Endorsement No. 3.

(e) "Monthly period" shall mean, as the context requires, the period commencing on the Fee Commencement Date and continuing through the balance of the month in which the Fee Commencement Date occurs and each calendar month thereafter occurring

during the period of permission granted hereunder; provided, however, that if the period of permission commences on other than the first day of a month, the first monthly period hereunder shall expire or is terminated or revoked on other than the last day of a calendar month, then the monthly period for the calendar month in which the effective date of expiration, termination or revocation occurs shall expire on such date.

(f) "Percentage Fee" shall mean, for and during the period commencing on the Fee Commencement Date and continuing throughout the balance of the period of the permission hereunder, both dates inclusive, the sum of (i) Fourteen and Thirty-three Hundredths percent (14.33%) of the Permittee's Gross Receipts up to Twelve Million Dollars and No Cents ($12,000,000.00) generated during each Annual Period arising from the Permittee's operations hereunder, (ii) Fifteen and Thirty-three Hundredths percent (15.33%) of the Permittee's Gross Receipts in excess of $12,000,000 and up to Fifteen Million Dollars and No Cents ($15,000,000.00) generated during each Annual Period arising from the Permittee's operations hereunder, (iii) Sixteen and Thirty-three Hundredths percent (16.33%) of the Permittee's Gross Receipts in excess of $15,000,000 and up to Seventeen Million Five Hundred Thousand Dollars and No Cents ($17,500,000.00) generated during each Annual Period arising from the Permittee's operations hereunder and (iv) Seventeen and Thirty-three Hundredths percent (17.33%) of the Permittee's Gross Receipts in excess of $17,500,000.00 generated during each Annual Period arising from the Permittee's operations hereunder.

(g) (i) The Permittee shall pay to the Port Authority a monthly basic fee equivalent to the Port Authority Share of the applicable MAG, payable in advance in equal, consecutive monthly installments. Accordingly, the initial monthly basic fee payable to the Port Authority as its Port Authority Share of the MAG is equal to Twenty Five Thousand Five Hundred Dollars and No Cents ($25,500.00), payable on the Fee Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit. The balance of the applicable MAG shall be paid to the Airline each monthly period. If the Fee Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the MAG payable on the Fee Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The MAG is subject to annual, and other, adjustments as set forth in Special Endorsement No. 3.

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

(h) "Port Authority Share" shall mean twenty percent (20%) of the fees payable by the Permittee hereunder.

3. Commencing on the Anniversary Date and continuing through to the day preceding the next Anniversary Date, or the expiration date of the period of permission granted

under the Permit, as the case may be, both dates inclusive, in lieu of the MAG set forth in subparagraph (d) of Special Endorsement No. 2 hereof the Permittee shall pay a MAG at a rate per annum equal to:

(a) an amount equal to eighty percent (80%) of the total Percentage Fee payable for the Annual Period immediately prior to such Anniversary Date, however in no event shall the MAG be reduced below the MAG for such immediately preceding Annual Period.

(b) If the aggregate of the total enplanements in the Terminal and the Shuttle Terminal at the Airport decreases by 10% or more in any Annual Period from the prior Annual Period, the portion of the MAG payable to the Airline, but not the Port Authority Share of the MAG, shall be proportionately reduced in accordance with the Concession Sublease. To the extent that Article V, Section 5.1(c) of the Concession Sublease would require a proportionate reduction in the Port Authority Share, this subparagraph (b) shall control such that no such reduction shall apply.

(c) Notwithstanding anything to the contrary stated above, as of the earlier to occur of (1) the opening for business of all portions of the Holdback Space (as defined in Section 1.1(o) of the Concession Agreement or (2) the ninetieth (90th) day following the date of issuance by the Port Authority of a certificate permitting the Permittee to use and occupy the Holdback Space, the MAG shall be increased $320,000 above the amount calculated in accordance with Special Endorsement 2(g) and Special Endorsements 3(a) and 3(b) herein.

4. (a) Commencing on the Fee Commencement Date, and continuing throughout the balance of the period of the permission granted under the Permit, the Permittee shall pay directly to the Port Authority a monthly percentage fee equivalent to the Percentage Fee applied to the Gross Receipts arising out of the operations of the Permittee arising during each monthly period, and in accordance with Special Endorsement No. 2(f), which are in excess of the monthly amount of the Port Authority Share of the MAG The computation of percentage fees for each Annual Period, or a portion of an Annual Period, as hereinabove defined, shall be individual to such Annual Period, or such portion of an Annual Period, and without relation to any other Annual Period, or any other portion of any Annual Period.

(b) The Permittee shall pay Percentage Fees as follows: on the 10th day of the first month following the commencement of each Annual Period and on the 10th day of each and every month thereafter including the month following the end of each Annual Period, the Permittee shall render to the Port Authority a sworn statement showing its Gross Receipts for the preceding month and showing its cumulative Gross Receipts from the date of the commencement of the Annual Period for which the report is made through the last day of the preceding month; whenever such statement shall show that the percentages stated above in subparagraph (f) of Special Endorsement No. 2 applied to the Gross Receipts of the Permittee from the preceding month is in excess of the MAG, the Permittee shall pay at the time of rendering the statement an amount equal to the Port Authority Share of such excess and the Permittee shall pay thereafter on the 10th day of each month during that Annual Period and on the 10th day of the month following the end during such Annual Period pay an amount equal to the said percentages applied to the Gross Receipts during each subsequent month of that Annual Period. In the monthly statement

for the last month of each Annual Period, in addition to all the information required by this paragraph (b), the Permittee shall set forth the MAG applicable to the Annual Period just completed.

(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 Permittee shall within ten (10) days after the effective date of such termination, make a payment of fees computed as follows: first, if the period of permission hereunder is terminated or revoked effective on a date other than the last day of a month, the MAG for the portion of the month in which the period of the permission remains effective shall be the amount of the applicable monthly installment of the MAG prorated on a daily basis; second, the Permittee shall within twenty days after the effective date of termination or revocation, render to the Port Authority a sworn statement of all its Gross Receipts for the monthly period in which the effective date of termination or revocation happens to fall and the cumulative Gross Receipts for such Annual Period; third, the payment then due on account of the Percentage Fee for the monthly period in which the effective date of termination or revocation happens to fall shall be the excess over the prorated Port Authority Share of the MAG of the percentages stated hereinabove applied to all the Gross Receipts of the Permittee arising during such Annual Period; said Port Authority Share of the MAG being prorated by multiplying the same by a fraction, the numerator of which shall be the number of days from the commencement of the Annual Period through the effective date of termination or revocation and the denominator of which shall be 365, less any Percentage Fee payments previously made for such Annual Period.

5. INTENTIONALLY OMITTED

6. I. Initial Capital Improvement

(a) As used in this Permit the Permittee's "Improvement" shall mean:

(1) the amounts paid by the Permittee to independent contractors for work actually performed and labor and materials actually furnished inclusive of sales, use and like taxes where applicable in connection with the Improvement Work (as defined in paragraph (b) below);

(2) the payments made and expenses incurred by the Permittee in connection with the Improvement Work for engineering, architectural, professional and consulting services, and the supervision of construction, inclusive of sales, use and like taxes where applicable; it being under stood that payments under this item (2) shall not exceed fifteen percent (15%) of the sum of the amounts described in subparagraph (a)(1) above; and further, in each case, as the aforementioned amounts and payments described in subparagraphs (a)(1) and (a) (2) above shall be evidenced, from time to time, by certificates of a responsible fiscal officer of the Permittee, sworn to before a notary public and delivered to the Port Authority, which certificates shall (aa) set forth, in reasonable detail, the amounts paid to specified independent contractors, the payments made to other specified persons and the other expenses incurred by the Permittee, which have not previously been reported in certificates delivered to the Port Authority, (bb) 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, and (cc) certify that the amounts and payments therein set forth constitute the Permittee's Improvement arising out of the performance of the Improvement Work. The Permittee shall keep a separate accounting of the Permittee's Improvement which accounting shall be kept at all times within the Port of New York District for a period of two (2) years after the final costs of all the Improvement Work have been submitted by the Permittee to the Port Authority or the end of the period of permission under the Permit (as hereby amended), whichever is later, and shall be subject to the audit and inspection of the Port Authority, its representatives and employees.

(b) (1) The Permittee agrees and covenants to the Port Authority that it will make or cause to be made, at its sole cost and expense, the refurbishment, alterations, additions and improvements of and to the Concession Area and the Storage Area, all in accordance with the terms and provisions of the Port Authority Construction and Alteration Application (said Construction and Alteration Application as approved by the Port Authority being hereinafter called the "Construction Application") to be submitted to the Port Authority for its approval, in the form supplied by the Port Authority and containing such terms and conditions as the Port Authority may include, setting forth in detail and by appropriate plans and specifications the work proposed by the Permittee, and the manner of and time periods for performing the same. All such work covered by the Construction Application as approved by the Port Authority is hereinafter called the "Improvement Work." The Construction Application shall set forth the plans, specifications and schedules for the aforesaid refurbishment, alterations, additions and improvements of and to the Concession Area and the Storage Area. The Permittee shall perform the Improvement Work in accordance with the terms and provisions of the Construction Application and subject to the terms and provisions of this Agreement.

(2) The Permittee shall be responsible at its sole cost and expense for retaining all architectural, engineering and other technical consultants and services as may be directed by the Port Authority and for developing, completing and submitting detailed plans and specifications for the Permittee's Improvement Work. All plans and specifications submitted by the Permittee to the Port Authority shall bear the seal of a qualified architect or professional engineer and shall be in sufficient detail for a contractor to perform the work. The Permittee shall not engage any contractor to permit the use of any subcontractor unless and until each such contractor or subcontractor has been approved by the Port Authority and the Permittee upon request will furnish the Port Authority with a copy of its proposed contract with its contractor. The Permittee shall include in any such contract or subcontract such provisions as the Port Authority may require. The Permittee or its contractors and subcontractors shall obtain and maintain in force such insurance coverages and performance bonds in such amounts as the Port Authority may specify. All of the Permittee's Improvement Work hereunder shall be done in accordance with the said Construction Application and final plans and specifications approved by the Port Authority shall be subject to inspection by the Port Authority during the progress of the said work and after the completion thereof and the Permittee shall redo or replace at its own expense any of said work not done in accordance therewith. Upon completion of the Permittee's Improvement Work, the Permittee shall supply the Port Authority with as-built plans and drawings in form and number requested by the Port Authority. Notwithstanding the submission by the Permittee to the Port Authority of the contracts to be entered into by the Permittee or the

incorporation therein of Port Authority requirements or recommendations, and notwithstanding any rights the Port Authority may have reserved to itself hereunder, the Port Authority shall have no liabilities or obligations of any kind to any contractors engaged by the Permittee or to others in connection with any proposed or actual contracts entered into by the Permittee for the Permittee's Improvement Work or for any other matter in connection therewith and the Permittee hereby releases and discharges the Port Authority, its Commissioners, officers, representatives, and employees of and from any and all liability, claim for damages or losses of any kind, whether legal or equitable, or from any action or cause of action arising or alleged to arise out of the performance of any of the Permittee's Improvement Work pursuant to the contracts between the Permittee and its contractors.

(3) No Improvement Work shall be commenced by the Permittee until the Construction Application and plans and specifications referred to in paragraph (b) above have been finally approved by the Port Authority for the entire Permittee's Improvement Work and the Permittee is specifically permitted in writing by the Port Authority to commence such Improvement Work. In the event of any inconsistency between the provisions of this Permit and those in the Construction Application, the provisions of this Permit shall control. Upon receipt by the Permittee of said written permission from the Port Authority, the Permittee shall commence construction of the Permittee's Improvement Work as soon as possible and shall expeditiously continue such construction until completion.

(4) The Permittee shall be solely responsible for the plans and specifications used by it, and for the adequacy or sufficiency of such plans, specifications and all the improvements, alterations, installations and decorations depicted thereon or covered thereby, regardless of the consent thereto or approval thereof by the Port Authority or the incorporation therein of any Port Authority requirements or recommendations. The Port Authority shall have no obligations or liabilities in connection with the performance of the improvements, alterations, installations and decorations constituting the Permittee's Improvement Work, whether performed by the Permittee or on its behalf, or the contracts for the performance thereof entered into by the Permittee. Any warranties extended or available to the Permittee in connection with the Permittee's Improvement Work shall be for the benefit of the Port Authority as well as the Permittee.

(5) Title to the Improvement Work shall pass to the City of New York as the same or any part is erected, constructed or installed and shall be and remain at all times in the City of New York and the same shall be deemed to be a part of the premises when the same are constructed, erected or installed on the Concession Area and the Storage Area.

(6) When the Improvement Work has been completed, the Permittee shall deliver to the Port Authority a certificate to such effect signed by an authorized officer of the Permittee and also signed by the Permittee's licensed architect or engineer certifying that the Improvement Work has been performed strictly in accordance with the approved Construction Application and the approved plans and specifications, data and materials forming a part thereof and the provisions of this Permit and in compliance with all applicable laws, ordinances and governmental rules, regulations, orders and directives. Thereafter, the Improvement Work will be inspected by the Port Authority and if the same has been completed as certified by the

Permittee and the Permittee's licensed architect or engineer, as aforesaid, a certificate to such effect shall be delivered to the Permittee by the Port Authority subject to the condition that all risks thereafter with respect of the Improvement Work and any liability therefor for negligence or other reason shall be borne by the Permittee.

(7) All of the Permittee's Improvement Work shall be performed by the Permittee strictly in accordance with the following:

(i) The Permittee hereby assumes, and shall itself and shall also require its contractors to indemnify and hold harmless the Port Authority, its Commissioners, officers, agents and employees against, the following distinct and several risks whether they arise from acts or omissions of the Permittee, any contractors of the Permittee, the Port Authority, employees, agents and representatives of the Port Authority, third persons, or from acts of God or the public enemy, or otherwise, excepting only risks which result solely from affirmative wilful acts done by the Port Authority with respect to the Improvement Work:

(aa) Risk of loss or damage to all or any part of the Improvement Work prior to the completion thereof and the risk of loss or damage of any property of the Port Authority arising out of or in connection with the performance of the Improvement Work. In the event of such loss or damage, the Permittee shall forthwith repair, replace and make good the Improvement Work and the property of the Port Authority without cost or expense to the Port Authority.

(bb) The risk of all claims and demands, just or unjust, of third persons (including employees, officers, and agents of the Port Authority) arising or alleged to arise out of the performance of the Improvement Work and for all costs and expenses incurred by the Port Authority 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.

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

(ii) The Permittee shall pay or cause to be paid when due all claims lawfully made against it by its contractors, subcontractors, materialmen and workmen and all claims lawfully made against it by other third persons arising out of or in connection with or because of the performance of the Improvement Work and the Permittee shall cause its contractors and subcontractors to pay all such claims lawfully made against them, provided, however, that nothing herein contained shall be construed to limit the right of the Permittee to

contest any claim of a contractor, subcontractor, materialman, workmen and/or other person and no such claim shall be considered to be an obligation of the Permittee within the meaning of this paragraph unless and until the same has been finally adjudicated. The Permittee shall use its best efforts to resolve any such claims and shall keep the Port Authority fully informed with respect thereto. The Permittee shall indemnify the Port Authority against all claims, damages or losses that may arise or result therefrom, including interest thereon, and costs and expenses including attorneys' fees and penalties or fines. Nothing herein contained shall be deemed to constitute consent to the creation of any lien or claim against the premises nor to create any rights in said third persons against the Port Authority.

(8) The Permittee understands that if the premises contain asbestos, the Permittee, in connection with the performance of the Improvement Work, will be required to remove or encapsulate any asbestos located within the premises, as directed by the Port Authority. Without limiting the generality of any of the provisions of this paragraph, the Permittee shall obtain the Port Authority's prior approval as to the method and manner in which the Permittee performs any asbestos work, and shall obtain any additional insurance coverage as the Port Authority shall specify covering the performance of such work. The Permittee shall also conform to any Port Authority requirements imposed in connection with the removal and disposal of asbestos from the Facility.

(c) The Permittee's Improvement shall equal at least Three Million Six Hundred Seventy-seven Thousand Four Hundred Dollars and No Cents ($3,677,400.00) and shall be completed by August 31, 2007. Should the Permittee expend less than the amounts hereinabove set forth on the Improvement Work, then within thirty (30) days of such determination by the Port Authority and the Airline, the Permittee shall pay twenty percent (20%) to the Port Authority and eighty percent (80%) to the Airline of an amount equal to the difference between the actual amount expended and the required costs specified above for the Concession Area and the Storage Area, *i.e.*, the shortfall.

II. Mid-Term Refurbishment Capital Investment

(a) The Permittee shall make, perform and complete as necessary the replacement or refurbishment of the Concession Area and the Storage Area (hereinafter the "Refurbishment Work") on or before April 30, 2011 (hereinafter the "Refurbishment Date"), consistent with the same procedures and conditions as apply to the Improvement Work, as described in Article I, above, of this Special Endorsement. The Permittee hereby agrees to expend not less than the following amounts:

(i) Five Hundred Forty Three Thousand Seven Hundred Dollars and No Cents ($543,700.00) with respect to the Concession Area; and

(ii) Two Hundred Thirty Two Thousand Three Hundred Dollars and No Cents ($232,300.00) with respect to the public seating/circulation space; and

(iii) Seventy-seven Thousand One Hundred Sixty Dollars and No Cents ($77,160.00) with respect to the Holdback Space

(each the "Refurbishment Amount" with respect to the relevant space).

(b) Upon ninety (90) days following completion of the Refurbishment Work, the Permittee shall certify to the Port Authority and the Airline, in a sworn statement, signed by the Permittee's fiscal officer or other responsible executive, that it has complied with the foregoing minimum Refurbishment Amount expenditure requirement and at such time the Permittee shall deliver to the Port Authority and the Airline paid invoices, cancelled checks and other evidence of such compliance satisfactory to the Port Authority and the Airline.

(c) To the extent permitted by sound accounting practice, and consistent with the Concession Sublease, the Permittee's Refurbishment Work shall have the same meaning as the term Improvement Work, set forth in Article I (a) of this Special Endorsement, applicable however to the Refurbishment Work. No payment or payments on account of administrative or other overhead costs and no payment to employees of the Permittee shall be included in the cost of the Permittee's construction work, whether or not allocated to the cost of such work by the Permittee's own accounting practices. No payment to a firm or corporation wholly or partially owned by or in common ownership with the Permittee shall be included in the cost of the Permittee's Refurbishment Work.

(d) Should the Permittee expend less than the amounts hereinabove set forth on the Improvement Work, then within thirty (30) days of such determination by the Port Authority and the Airline, the Permittee shall pay twenty percent (20% to the Port Authority and eighty percent (80%) to the Airline of an amount equal to the difference between the actual amount expended and the required costs specified in subparagraphs (a)(i)-(iii), above, *i.e.*, the shortfall.

7. Wherever the phrases "Port Authority or the Airline" and "Airline or the Port Authority" are used in this Permit they shall be deemed to mean either the Port Authority or the Airline or both.

8. The Permittee shall comply with the Port Authority Aviation Department's Street Pricing Policy. In connection therewith, the Permittee shall not charge prices to its customers in excess of "Street Prices", which for purposes of this Permit, is defined as follows:

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

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

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

The Permittee's breach of the aforesaid Street Pricing Policy shall be deemed a material breach of the Permittee's obligations under this Permit.

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

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

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease and the Shuttle Terminal Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Concession Agreement if not granted to the Airline under the Airline Lease and the Shuttle Terminal Lease, unless specifically set forth in this Permit. 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 and the Shuttle Terminal 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 affected or 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 imply that

no such approval or consent is required and the Airline Lease, or the Shuttle Terminal Lease, as the case may be, and this Permit shall, in all respects, be controlling, effective and determinative.

(c) 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 provision of the Concession Agreement covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Concession Area, 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.

(d) In the event of an inconsistency between the Concession Agreement and the Shuttle Terminal Lease, the Shuttle Terminal Lease shall control. In the event of an inconsistency between the Concession Agreement and the Airline Lease, the Airline Lease shall control. In the event of an inconsistency between the Concession Agreement and this Permit, this Permit shall control. No changes or amendments to the Concession Agreement nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing.

(e) This Permit and the privileges granted hereunder shall in any event expire on the date of expiration or earlier termination of the Airline Lease or the Shuttle Terminal Lease, as the case may be; provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

10. It is understood and agreed that the Port Authority shall not sell, supply, or furnish any utilities or services to the Permittee, including, but not limited to, electricity, and the Permittee shall make its own arrangements with the Airline for the supply of such utilities, services, and facilities as it may require. Notwithstanding the foregoing, the Airline may, subject to the Port Authority's prior written approval, charge the Permittee for extraordinary utility consumption in accordance with the terms of the Concession Agreement.

11. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the Concession Area and the Storage 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 Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, or the Shuttle Terminal Lease, as the case may be, or otherwise. Further, the Airline shall have the right to enter upon the Concession Area for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease or the Shuttle Terminal Lease, as the case may be.

12. (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 Concession Area and the Storage Area and its 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 Concession Area and the Storage Area and any other parts of the Terminal, Shuttle 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. All non-structural repair, replacement and rebuilding shall be done by the Permittee (unless otherwise directed by the Airline) and structural repair, replacement and rebuilding may be done by the Airline, the cost of any such repair performed by the Airline for the Permittee to be repaid by the Permittee on demand.

(b) The Permittee shall not install any equipment, improvements or fixtures in the Concession Area or the Storage Area or elsewhere in the Terminal and the Shuttle Terminal or perform any alteration or construction work therein without the prior written approval of the Airline (including, but not limited to, the time for the performance of any such installation or work) and in the event of any such installation without the approval of the Airline then upon such notice from the Airline or the Port Authority the Permittee shall remove the same or cause the same to be changed to the satisfaction of the Airline and the Port Authority. In case of any failure on the part of the Permittee to comply with such notice, the Airline may effect the removal or change and the Permittee shall pay the cost thereof to the Airline on demand. All of the Permittee's equipment, fixtures or improvements shall be promptly removed from the Concession Area, the Storage Area, the Terminal and the Shuttle Terminal on or before the expiration, revocation or termination of this Permit. The Concession Area and the Storage Area or other area affected by such removal shall be restored by the Permittee to the condition existing prior to any installation or replacement. If the Permittee shall fail so to remove from the Concession Area, the Storage Area, the Terminal, or the Shuttle Terminal any property or thing which it is required to remove under this Permit, the Airline may remove such property and the Permittee shall pay to the Airline the cost thereof on demand. The Airline may store such property or thing in a public warehouse, but shall not be obligated to, or may retain the same in its own possession and in either event may sell the same at public auction, the proceeds thereof to be applied first to the expense of removal, restoration, retention, storage and sale, and second to any sums owed by the Permittee to the Airline or the Port Authority, with any balance remaining to be paid over to the Permittee. If the expense of such removal, restoration, retention, storage and sale shall exceed the proceeds of the sale, the Permittee shall pay such excess to the Airline on demand. The Permittee agrees not to perform any servicing or maintenance to its equipment, fixtures, or property or to remove any such equipment, fixtures, or property unless the Airline has approved the time and manner of the performance thereof. The Permittee shall have no right to install any property or perform any work outside the Terminal, or the Shuttle Terminal, nor shall the Permittee leave or store any property on the Facility.

(c) The Permittee shall promptly notify the Airline if any portion or all of the Concession Area, the Storage Area or any of the Permittee's fixtures, equipment, or personal property is destroyed, damaged, or in need of repair regardless of the Permittee's responsibility therefor.

13. Such provisions of this Permit as apply to the rights and obligations of the parties hereto upon the expiration of the permission granted by this Permit shall apply to the rights and obligations of the parties hereto upon the revocation or termination of the permission granted by this Permit.

14. 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 or opposite of the deleted language.

15. In the event of any breach or default by the Permittee in paying the fees due under this Permit, the Airline shall have the right and obligation to enforce payment thereof and to exercise all necessary remedies in connection therewith. The Port Authority shall not be required to incur any expenses or to commence any legal motion or proceeding to collect unpaid fees from the Permittee; provided, however, that nothing herein shall be deemed a waiver by the Port Authority of any rights or remedies under this Permit which it may wish in its discretion to enforce by legal action or otherwise; and provided further, however, that all monies due the Port Authority and collected by the Airline hereunder shall be remitted by the Airline to the Port Authority as and when collected.

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

17. For purposes of Section 5 of the Terms and Conditions, entitled "Security Deposit", the Permittee's Federal tax identification number is (Ex. 1)

For the Port Authority

Initialed:

For the Permittee

For the Airline

SCHEDULE G

Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation

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

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

Qualification as an ACDBE

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

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

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

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

a. Women;

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

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

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

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

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

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

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

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

General

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

For the Port Authority

Initialed:

For the Permittee

For the Airline

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

CONSENT TO SUBLEASE

Consent Agreement No. AGA-619
Port Authority Lease No. AGA-317
Facility - LaGuardia Airport

THIS CONSENT TO SUBLEASE AGREEMENT (hereinafter called "the Consent"), made as of June 4, 2002, by and among THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called the "Port Authority"), MARKETPLACE LAGUARDIA LIMITED PARTNERSHIP (hereinafter called the "Lessee") and LGABEV, INC., a Pennsylvania corporation, as an individual corporation and general partner of LGA AIRPORT RESTAURANTS, L.P., a limited partnership existing under the laws of the Commonwealth of Pennsylvania, and the said corporation and limited partnership LGA AIRPORT RESTAURANTS, L.P. acting jointly and severally under this Consent (the said corporation and partnership being individually and collectively hereinafter called "the Sublessee") with said Sublessee having an office and place of business at One International Plaza, Suite 130, Philadelphia, PA 19113, whose representative is Mr. Eric Blatstein;

WITNESSETH, That:

WHEREAS, by an agreement of lease dated September 19, 1994, bearing Port Authority Lease No. AGA-317 (said agreement of lease, as heretofore and hereafter supplemented and amended being hereinafter called the "Lease"), the Port Authority leased to MarketPlace LaGuardia Limited Partnership certain areas in the Central Terminal Building (hereinafter called "the Terminal") including those in its passenger concourses, its Center Section and its East and West Wings (hereinafter collectively referred to as "the premises") at LaGuardia Airport (hereinafter called "the Airport") to be used by such parties as may be approved by the Port Authority as provided therein; and

WHEREAS, the Lessee and the Sublessee have requested the consent of the Port Authority to a proposed sublease agreement between the Lessee and the Sublessee, dated _____, 2002, pursuant to which the Lessee has made available to the Sublessee certain space in the premises (hereinafter called the "Space") upon which the Sublessee shall operate four stores to provide for the sale at retail of the goods/services set forth therein, operating thereat under the

trade names "Akoya", "Jet Rock" and "News Break", a copy of which agreement is attached hereto, hereby made a part hereof and hereinafter called "the Sublease Agreement";

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

WHEREAS, the Sublessee and the Lessee have requested the consent of the Port Authority to the Sublease Agreement;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Lessee and the Sublessee hereby agree, effective as of June 4, 2002, as follows:

1. On the terms and conditions hereinafter set forth the Port Authority consents to the Sublease Agreement.

2. Notwithstanding any provision of the Sublease Agreement to the contrary, including but not limited to Sections 1.1 and 3.2 thereof, this Consent and the Sublease Agreement shall terminate, without notice to the Lessee or the Sublessee, on the day preceding the date of expiration or earlier termination of the Lease, or on such earlier date as the Lessee and the Sublessee may agree upon (in those circumstances where the Lease does not require the consent of the Port Authority to such earlier termination); provided, however, that the Sublease Agreement shall not terminate in the event of the termination of the Lease prior to the expiration of the term of the Sublease Agreement if the Port Authority shall notify the Sublessee and the Lessee at or prior to such effective date of termination of the Lease that the Port Authority shall and does assume the rights and obligations of the Lessee thereunder from the date of such notice and upon such notice the Sublessee shall be deemed to have fully attorned to the Port Authority, all as more specifically set forth in the Lease. In the event of such termination, the Sublessee shall cease its activities and operations at the Terminal, quit the Space and remove its property and property for which it is responsible therefrom on or before the effective date of termination of the Sublease Agreement.

3. If the Lessee shall at any time be in default of any of its monetary obligations under the Lease, and for so long as the Port Authority deems such default to be continuing or uncured, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Lessee. No such payment shall relieve the Lessee from any obligation under the Lease or under this Consent, but all such payments shall be credited against the obligations of the Lessee or of the Sublessee as the Port Authority may determine for each payment or part thereof.

4. (a) The Sublessee, in its operations under or in connection with the Sublease Agreement, agrees to assume, observe, be bound by and comply with all the terms,

provisions, covenants and conditions of the Lease applicable thereto as if it were the Lessee under the Lease.

(b) All acts and omissions of the Sublessee (including but not limited to those on or with respect to non-exclusive areas, if any) shall be deemed to be acts and omissions of the Lessee under the Lease and, as between the Lessee and the Port Authority, the Lessee shall also be severally responsible for said acts and omissions, including, but not limited to, the obligations of indemnification and repair. Accordingly, pursuant to the foregoing sentence, those acts or omissions of the Sublessee which, if undertaken by the Lessee, would constitute a default or breach under the Lease are subject to the application of Lease provisions which are relevant to default and breach by the Lessee, including but not limited to those provisions which may provide Lessee with a grace period to cure a default and which may provide the Lessee an opportunity to perform where fulfillment of its obligation requires activity over a period of time.

5. (a) Without in any way affecting the obligations of the Lessee under the Lease and under this Consent, and the obligations of the Sublessee with regard to the indemnification provisions of the Lease, the Sublessee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including attorneys' fees and other legal expenses, including the costs of its "in-house" legal staff as such costs are determined by the Port Authority, incurred in connection with the defense of) all claims and demands of third persons, including but not limited to, claims and demands for death and personal injuries or for property damages arising out of the interest of the Sublessee under the Sublease Agreement, any default of the Sublessee in the performance or observance of any term or provision hereof or out of the use, operation, control, or occupancy of the Space by the Sublessee or by others with its consent or out of any of the acts or omissions of the Sublessee, its officers, employees, contractors, agents, representatives, guests, invitees and business visitors on said Space or out of any of the acts or omissions of the Sublessee, its officers, agents, representatives and employees elsewhere 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 through agreement of the Port Authority with the said City.

(b) If so directed, the Sublessee shall at its own expense defend any suits based upon any such claim or demand (even if such suit, claim or demand is groundless, false or fraudulent), and in handling such it shall not, and it shall cause its insurers to agree not to, 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.

(c) Notwithstanding anything to the contrary stated herein, including but not limited to the provisions of paragraph 6 herein, in any instance where the Sublessee's obligation to indemnify and hold harmless the Port Authority under this Consent is inconsistent, in conflict with or otherwise different from any obligation to indemnify the Port Authority under any provision of

the Lease (to which the Sublease Agreement is subordinate and subject) which requires the Lessee to cause its subtenants to indemnify the Port Authority, then the controlling provisions shall be those which provide the broadest and most comprehensive indemnification of the Port Authority.

6. (a) Neither this Consent nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Lessee under the Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Sublessee as may be provided under the Sublease Agreement if not granted to the Lessee under the Lease, unless specifically set forth in this Consent, nor shall this Consent or anything contained herein impair or affect any of the duties, liabilities, or obligations imposed on the Lessee under the Lease.

(b) The Sublease Agreement is an agreement between the Lessee 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 Lessee, or the Sublessee that, except as expressly provided for in paragraph 2 herein under the circumstances therein described and then only to the extent therein provided, the provisions of the Sublease Agreement shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Lease shall, in all respects, be controlling, effective and determinative.

(c) In the event of differences and inconsistencies between the terms of the Sublease Agreement and the terms of the Lease, the terms of the Lease shall control, it being the intention of the Lessee and the Port Authority merely to permit the conduct of retail operations by the Sublessee to the extent permitted by the Lease, the Sublease Agreement and this Consent and not to enlarge or otherwise change the rights granted by the Lease. All of the terms, provisions, covenants and conditions of the Lease shall be and remain in full force and effect. In addition, in any case of difference or inconsistency between the provisions of this Consent and those of the Sublease Agreement, this Consent shall be controlling. The specific mention of or reference to the Lessee or the Port Authority in any part of the Sublease Agreement including, without limitation thereto, any mention of any consent or approval of either the Port Authority or the Lessee now or hereafter to be obtained, shall not be or be deemed to create an inference that either the Port Authority or the Lessee has granted its consent or approval thereto or shall hereafter grant its consent or approval thereto, or that the discretion of either the Port Authority or the Lessee as to any such consent or approval shall in any way be affected or impaired. The lack of any specific reference in any provision of the Sublease Agreement to the Port Authority's or the Lessee's approval or consent shall not be deemed to imply that no such approval or consent is required and the Lease shall, in all respects, be controlling, effective and determinative.

(d) No provision of the Sublease Agreement 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 Agreement covering actions which shall or may be undertaken by the Sublessee including, but not limited to, construction on the Space, title to property, the right to assign the

Sublessee's interest in the Sublease Agreement, or to further sublease the subject Space or any part thereof, and the right to perform services, be deemed to imply or infer that either the Port Authority's or the Lessee's consent or approval thereto will be given or that the discretion of either the Port Authority or the Lessee with respect thereto will in any way be affected or impaired. Reference in this paragraph to specific matters and provisions contained in the Sublease Agreement shall not be construed as indicating any limitation upon the rights of either the Port Authority or the Lessee with respect to their respective discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease Agreement which are not specifically referred to herein.

(e) It is hereby acknowledged and agreed by the Lessee and the Sublessee that, except as expressly provided in Section 1(e) of the Lease, the Port Authority has no obligation under the Lease, 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 unamortized capital investment in the Space or at the premises. Any specific mention of or reference in the Sublease Agreement to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease Agreement or the Lease or upon revocation of this Consent with or without cause, of any amount of the Sublessee's unamortized 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 Lessee to pay, subsidize or finance said unamortized capital investment, except in the event of a termination under Section 1(e) of the Lease, in which event the Port Authority's responsibility with respect to the Sublessee shall be strictly limited to the obligation expressly set forth in such Section 1(e).

(f) Notwithstanding anything to the contrary stated in the Sublease Agreement, certain modifications to the Sublease shall be deemed to have been made thereto, as follows, all of which shall supercede any provisions in the Sublease Agreement which are inconsistent or conflict with such modifications:

(i) in the event the Sublease is assigned to and assumed by the Port Authority for any reason whatsoever, wherever the Sublease requires or implies that the Lessee shall provide the Sublessee with written notice of a monetary default and breach and/or a grace period for payment obligations, the same shall not bind, apply to or be enforceable against the Port Authority. Accordingly, the Port Authority shall not be obligated to provide written notice to the Sublessee of a monetary default or breach, nor shall the Subtenant be entitled to grace periods with respect to its payment obligations.

(ii) in the event the Sublease Agreement is assigned to and assumed by the Port Authority for whatever reason whatsoever, whenever the Sublease requires the Lessee to be reasonable, to not unreasonably withhold, delay or condition its consent or approval, to use its reasonable efforts, to use best efforts, to provide reasonable notice of inspections, or the like, the same shall not bind, apply to or be enforceable against the Port Authority which, it is understood, shall be obligated in such instances only not to act arbitrarily and capriciously.

7. No changes or amendments to the Sublease Agreement nor any renewals or extensions thereof shall be binding or effective upon either the Port Authority or the Lessee unless the same have been approved in advance by the Port Authority and the Lessee in writing. The Port Authority may at any time and from time to time by notice to the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto.

8. Anything contained in the Sublease Agreement or this Consent to the contrary notwithstanding, nothing in the Sublease Agreement or this Consent shall be deemed to imply that the Sublessee has the right to make any alteration, demolition, installation, addition or improvement to the premises or the Space, structural or non-structural, exterior or interior, including without limitation the installation of any signs at the Airport, except pursuant to the express written approval of the Port Authority and an approved Alteration Application which the Lessee shall prepare and submit to the Port Authority as more specifically provided in the Lease.

9. This Consent may be revoked at any time by the Port Authority without cause on thirty (30) days' notice to the Lessee and Sublessee, as to any one or more of the spaces at the Terminal at which the Sublessee has permission to operate, and no such revocation shall be deemed to affect the Lease or the continuance thereof, but the Sublease Agreement as it applies to the space or spaces which are the subject of revocation shall be terminated thereby.

10. (a) Neither any assignment by the Lessee to the Port Authority of its interest under the Sublease Agreement, nor the application or payment of security deposits to or for the benefit of the Port Authority, nor any direction to the Sublessee to pay rent or other amounts to the Port Authority, nor the payment thereof to and acceptance thereof by the Port Authority shall constitute or denote an assumption by the Port Authority of any of the obligations of the Lessee under the Sublease Agreement.

(b) Without limiting the generality and notwithstanding the provisions of paragraph 6(b) herein, the Sublessee and the Lessee further acknowledge and expressly agree that the Port Authority shall have the right to enforce the Sublease Agreement directly against the Sublessee, including but not limited to all insurance provisions thereof.

11. The Lessee and the Sublessee acknowledge and agree that, except as may be specifically and expressly set forth in the Lease and subject to the terms and conditions of the Lease, the Port Authority shall not be obligated to perform or furnish any services or utilities whatsoever in connection with the Sublease Agreement or the use and occupancy of the Space thereunder, including without limitation any obligation to provide or install or cause to be provided or installed any meters or submeters. Without limiting the generality of the foregoing, whenever the Port Authority undertakes pursuant to the Lease to sell, furnish and supply directly to the Sublessee a particular service or utility (e.g., Section 41 of the Lease), the Sublessee shall take the same from the Port Authority and make payment directly to the Port Authority, as required by the Lease, including but not limited to the payment as directed by the Port Authority of any charge, fee or rent or increase thereof (or the portion thereof allocated by the Port Authority to the Space or the operations therein) which any federal, state, municipal or other governmental body, authority or agency or any public utility assesses, levies, imposes, makes or increases.

12. (a) In addition to the insurance required to be maintained by the Lessee under the Lease, the Sublessee during the period the Sublease Agreement shall remain in effect shall in its own name as insured and including the Port Authority and the Lessee as additional insureds obtain, maintain and pay the premiums on a policy or policies of commercial general liability insurance, covering bodily injury, including death, products liability and property damage liability, and for liquor liability coverage, none of the foregoing to contain care, custody or control exclusions, the foregoing to provide for coverage in the limits set forth below. All the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protection 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 or Lessee, or both, but such endorsement shall not limit, vary, change or affect the protection afforded the Port Authority and Lessee as additional insureds. In addition, the insurance required hereunder shall provide or contain an endorsement providing that the protection afforded the Port Authority or Lessee, or both, thereunder as additional insureds with respect to any claim or action against the Port Authority or Lessee, or both, by the Sublessee shall be the same as the protection afforded the Sublessee thereunder with respect to any claim or action against the Sublessee by a third person as if the Port Authority and Lessee were the named insureds thereunder. Further, the said policy or policies of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Sublessee under subparagraphs (a) and (b) hereof.

	Minimum Limit
Commercial General Liability: Combined single limit per occurrence for death, bodily injury and property damage liability	$2,000,000
Liquor Liability:	$5,000,000

Without limiting the provisions hereof, in the event the Sublessee maintains 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 the terms and provisions hereof.

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 period the Sublease Agreement remains in effect. The Port Authority at any such time may make additions, deletions, amendments to or modifications of the above-scheduled insurance requirements, including an increase in such minimum limits, and may require such other and additional insurance, in such reasonable amounts, against such other

insurable hazards, as the Port Authority may deem advisable and the Sublessee shall promptly comply therewith.

(b) As to the insurance required by the provisions of this paragraph, a certified copy of the policies or a certificate or certificates or binders satisfactory to the Port Authority evidencing the existence thereof, shall be delivered by Lessee to the Port Authority within fifteen (15) days after delivery of this Consent to the Port Authority. 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 a 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, unqualifiedly committing the insurer not to cancel, terminate, change or modify the policy without giving thirty (30) days' written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement providing that the insurance carrier 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. Any renewal policy shall be delivered to the Port Authority at least thirty (30) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the Sublease Agreement. 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 be or become unsatisfactory to the Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement thereof. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

13. The granting of this Consent by the Port Authority shall not be or be deemed to operate as a waiver of the rights of the Port Authority or as a consent as to any subsequent use, occupancy or sublease (by the Lessee or by the Sublessee) of the Space or any other portion or area of the premises under the Lease, or to any assignment of the Lease or the Sublease Agreement or of any rights under either of them, whether in whole or in part.

14. Reference herein to the "Sublessee" shall mean and include the Sublessee, its officers, agents, employees and also others on the Airport with the consent of the Sublessee.

15. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof shall be held personally liable to the Lessee or to the Sublessee under any term provision of this Consent or because of its execution or because of any breach or alleged or attempted breach thereof or otherwise.

16. The Sublease Agreement shall not be changed, modified or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

IN WITNESS WHEREOF, the Port Authority, the Lessee and the Sublessee have executed these presents as of the date first above written.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) FRANCIS A. DIMOLA
ASSISTANT DIRECTOR
AVIATION DEPT.

ATTEST:

Secretary
CLERK

MARKET PLACE LAGUARDIA LIMITED PARTNERSHIP

By: Marketplace LaGuardia Inc.,
General Partner

By _____

(Title) Vice President

(Corporate Seal)

ATTEST:

Secretary

LGA AIRPORT RESTAURANTS, L.P.,
a limited partnership

By: LGABEV, Inc., its General Partner

By _____

(Title) ERIC BLATSTEIN – President

(Corporate Seal)

ATTEST:

Secretary

LGABEV, Inc.

By _____

(Title) ERIC BLATSTEIN – President

(Corporate Seal)

APPROVED
FORM | TERMS

Form - All-Purpose Ack. N.Y. (rev 1/4/2000)

For the Port Authority

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 21 day of January in the year 2002 2005 before me, the undersigned, a Notary Public in and for said state, personally appeared Francis A. DiNola, 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.

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, 2003

For Marketplace LaGuardia

STATE OF MA.)
) ss.
COUNTY OF Suffolk)

On the 6th day of Nov. in the year 2002, before me, the undersigned, a Notary Public in and for said state, personally appeared Paul McGinn, 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.

KAREN A. KIRKLYS
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 26, 2007

Karen Kirklys
(notarial seal and stamp)

For LGA Restaurants, L.P

STATE OF Pennsylvania)
) ss.
COUNTY OF Philadelphia)

On the 13th day of Sept. in the year 2002, before me, the undersigned, a Notary Public in and for said state, personally appeared Eric J. Blatstein, 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.

Phyllis A. Sirine
(notarial seal and stamp)

NOTARIAL SEAL
PHYLLIS A. SIRINE, Notary Public
City of Philadelphia, Phila. County
My Commission Expires February 4, 2006

Form - All-Purpose Ack. N.Y. (rev 1/4/2000)

For LGABEV, Inc.

STATE OF ~~NEW YORK~~ Pennsylvania)
COUNTY OF ~~NEW YORK~~ Philadelphia) ss.

On the 13th day of Sept. in the year 2002, before me, the undersigned, a Notary Public in and for said state, personally appeared Eric J. Blatstein , 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.

Phyllis A. Sirine

(notarial seal and stamp)

NOTARIAL SEAL
PHYLLIS A. SIRINE, Notary Public
City of Philadelphia, Phila. County
My Commission Expires February 4, 2006

Central Terminal Building, LaGuardia Airport

Retail Sublease

between

MarketPlace LaGuardia Limited Partnership

and

LGA Airport Restaurants, L. P.

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Central Terminal Building, LaGuardia Airport
Retail Sublease

This instrument is a Sublease between MarketPlace LaGuardia Limited Partnership, a Delaware limited partnership (the "Landlord") and LGA Airport Restaurants, L.P., a Pennsylvania Limited Partnership (the "Tenant").

The parties to this instrument hereby agree with each other as follows:

ARTICLE 1
DEFINITIONS AND ATTACHMENTS

Section 1.1 Basic Data.

Each reference in this Sublease to any of the following subjects shall incorporate the data or definition specified below:

Date:	_____, 2002
Landlord:	MarketPlace LaGuardia Limited Partnership
Landlord's Address:	50 Federal Street Boston, Massachusetts 02110
Address for Payment of Rental:	As directed by Landlord
Address of Payment of Electric and Water Charges:	Port Authority of New York and New Jersey P.O. Box 17309 Newark, NJ 07194
Landlord's Counsel:	Palmer & Dodge LLP 111 Huntington Avenue Boston, Massachusetts 02199-7613 Attention: John E. Rattigan, Jr.
Tenant:	LGA Airport Restaurants, L.P.
Tenant's Taxpayer Identification Number:	
Tenant's Address:	One International Plaza, Suite 130, Philadelphia, PA 19113
Tenant's Trade Names:	For Location BCF4: Akoya; For Locations BCF1 and BCF3: Jet Rock; and For Location BCF2: News Break
Tenant's Guarantor:	None
Premises:	That portion of the Retail Area shown on Schedule A hereto and designated thereon as Location BCF4, containing approximately 1,564 square feet ("BCF4"), Location BCF3, containing approximately 2,275 square feet ("BCF3"), Location BCF2, containing approximately 1,017 square feet ("BCF2) and Location BCF1, containing approximately 1,465 square feet ("BCF1").

Retail Area:	That portion of the Terminal leased to Landlord under the Prime Lease as such area may be reduced or enlarged from time to time by Landlord in its sole discretion.
Restricted Radius:	**[Intentionally Deleted]**
Permitted Use:	The operation of four (4) First-class-high quality restaurant/lounge areas in the four (4) locations comprising the Premises and offering food, non-alcoholic beverages and alcoholic beverages as set forth on the attached **Schedule I** for on-premises consumption; and for no other purposes whatsoever.
Operating Hours:	Beginning one (1) hour before the first scheduled departure from the applicable Concourse and ending at the time of the last actual departure from such Concourse, each and every day during the Term, in accordance with the following schedule: Location — Concourse BCF1 — A BCF2 — B BCF3 — C BCF4 — D Operating Hours are subject to change as provided in Section 4.1.
Term:	One Hundred Twenty (120) calendar months (plus the initial partial calendar month, if any, following the Phase 1 Commencement Date) beginning on the Phase 1 Commencement Date established pursuant to Section 3.1.
Commencement Date:	As provided in Section 3.1
Phase 1 Commencement Date:	As provided in Section 3.1
Phase 2 Commencement Date:	As provided in Section 3.1
Phase 3 Commencement Date:	As provided in Section 3.1
Fixed Minimum Rent:	For Locations BCF1 and BCF4 from the Phase 1 Commencement Date until the Phase 3 Commencement Date: $242,000 per annum (payable $20,166.67 per month); For the entire Premises, commencing on the Phase 3 Commencement Date and continuing for the duration of the Term: $342,000 per annum (payable $28,500 per month)
Percentage Rental Rate:	For Locations BCF1 and BCF4 from the Phase 1 Commencement Date until the Phase 3 Commencement Date: 20% over $1,200,000 22% over $1,500,000 First Percentage Rental Rate: Twenty Percent (20%) Second Percentage Rental Rate: Twenty-two Percent (22%) First Percentage Rent Breakpoint: $1,200,000

Second Percentage Rent Breakpoint: $1,500,000

For Location BCF2 or BCF3, whichever opens for business first as provided in Section 3.1, from the Phase 2 Commencement Date for such location until the Phase 3 Commencement Date: Six percent (6%) of Gross Sales (as defined in Section 5.4) from such location;

For the entire Premises commencing on the Phase 3 Commencement Date and continuing for the duration of the Term:

14% from $2,442,857 to $5,148,000
20% from $5,148,000 and over
First Percentage Rental Rate: Fourteen Percent (14%)
Second Percentage Rental Rate: Twenty Percent (20%)
First Percentage Rent Breakpoint: $2,442,857
Second Percentage Rent Breakpoint: $5,148,000

Security Deposit: $81,000 Letter of Credit

Initial Promotional Contribution: $ 5,000

Annual Promotional Contribution: $15,000 (payable $1,250 per month), subject to annual CPI increases determined in the manner provided in Section 6.4 herein.

Tenant's Required Insurance Coverage:

A. Commercial General Liability Insurance (written on an occurrence coverage form) with:

(i) Minimum Limits of Liability:

General Aggregate (per location) $10,000,000

Each Occurrence 5,000,000

Products/Completed Ops 5,000,000

Personal Adv. Injury 1,000,000

Fire Damage 500,000

Medical Expense 5,000

(ii) Coverage Extensions:

Severability of Interest Clause

Contractual Liability including all oral and written contracts

Punitive Damages covered where permissible by law

B. Workers' Compensation and Employers' Liability, with:

(i) Limits of Liability:

Bodily Injury by Accident - $100,000 each accident

Bodily Injury by Disease - $500,000 policy limit

Bodily Injury by Disease - $100,000 each employee

(ii) Coverage Extensions:

Longshore & Harborworkers' Compensation Act, if any basis

Maritime Coverage, if any basis

Voluntary Compensation Coverage

C. Property Coverage: All Risk Property coverage including flood and earthquake, with:

(i)	Valuation:	Replacement Cost with agreed amount endorsement
(ii)	EDP Coverage:	If Any
(iii)	Boiler & Machinery Coverage:	If Any
(iv)	Deductibles:	$5,000 or as approved by Landlord

D. Automobile Liability and Physical Damage with:

(i)	Limits of Liability:	$2,000,000 – Combined Single Limit for Bodily Injury and Property Damage
(ii)	Covered Vehicles	"Any Auto" including all owned, non-owned, leased and hired cars

Tenant's Additional Required Insurance:	Liquor Law Liability (on occurrence basis) with: limits of liability of $10,000,000 per occurrence.

Section 1.2 **Additional Defined Terms.**

As used herein, the following terms shall have the meanings specified below:

(a) "Airport" means LaGuardia Airport, New York City, New York.

(b) "Common Areas" means those areas and facilities in the Terminal which may be furnished by Landlord or the Port Authority for the common use of Landlord, tenants and other occupants of the Retail Area, and others entitled thereto, their officers, agents and employees, including, without limitation, all loading docks and areas, delivery passages, pedestrian corridors, food courts, ramps, stairways, escalators, elevators, comfort stations or rest rooms, management and other similar areas. Landlord reserves the right, in its sole discretion, to designate, change, reduce or enlarge such areas, facilities or improvements from time to time.

(c) "Consumer Price Index" or "C.P.I." means the "Consumer Price Index for all Urban Consumers – (CPI-U), All Items Unadjusted Index (1982-84 = 100) N.Y., N.Y. – Northern New Jersey, Long Island, NY – NJ-CT" published by the U.S. Department of Labor, Bureau of Labor Statistics. If publication of the Consumer Price Index is discontinued, Landlord shall select whatever index published by the United States Department of Labor at that time is most nearly comparable as a measure of changes in the cost of living in the metropolitan New York City area, or, if such index is not available, a comparable index or statistics on the purchasing power of the consumer dollar published by a responsible financial periodical shall be selected by Landlord in substitution therefor.

(d) "Default Rate" means an annual rate of interest equal to the lesser of the maximum rate of interest for which Tenant may lawfully contract in New York, or four (4) percentage points over the rate announced from time to time by Chase Manhattan Bank at its main office in New York City as its "prime rate."

(e) "Lease Year" shall have the following meaning: the first Lease Year shall mean the period from the Commencement Date through the end of the calendar year in which the Commencement Date occurs; thereafter Lease Year shall mean each succeeding calendar year (or any partial calendar year at the end of the Term).

(f) "Port Authority" means the Port Authority of New York and New Jersey, One World Trade Center, Manhattan, New York, New York, landlord under the Prime Lease, and its successors and assigns.

(g) "Premises Delivery Date" means that date on which Landlord delivers notice to Tenant that Landlord's Work in the Premises (as described on **Schedule B** attached hereto) is substantially complete and that the Premises are available to Tenant to commence Tenant's Work.

(h) "Prime Lease" means the lease dated September 19, 1994 between the Port Authority (as landlord) and Landlord (as tenant), covering certain premises in the Terminal, as such lease may be amended from time to time.

(i) "Retail Common Areas" means those portions of the Common Areas which are located near the Retail Area and which Landlord is obligated, under the Prime Lease, to maintain and repair.

(j) "**Schedule A**" means **Schedule A (Location of Premises)** attached hereto and made a part hereof. Nothing in **Schedule A** shall be treated as a representation or warranty that the Premises shall be precisely of the dimensions or shapes shown thereon, it being the intention of the parties only to show diagrammatically rather than precisely on **Schedule A** the layout of the Premises; similarly, the use designations, and the names of specific tenants, tenant mixes or airlines, if any, reflected on **Schedule A** are for convenience only and are not to be treated as a representation or warranty that the indicated portions of the Terminal will be put to, or remain available for, any such use. Tenant hereby acknowledges that, in entering into this Sublease, Tenant has not relied on any information shown or reflected on **Schedule A** except for the approximate location of the Premises.

(k) "Taxes" shall mean all real estate taxes, ad valorem taxes and assessments, general and special assessments, user fees (including, for example, without limitation, any fire user or similar fee), taxes on Landlord's gross receipts, or any other tax imposed upon or levied against Landlord on account of its leasehold interest in the Retail Area or against real estate or upon lessees or lessors of real estate as such (rather than persons generally) with respect to the Retail Area, together with the reasonable costs (including fees of attorneys, consultants, and appraisers) of any negotiation, contest, or appeal pursued by Landlord in an effort to reduce the same.

(l) "Terminal" means the building currently known as the Central Terminal Building at the Airport.

Section 1.3 Attachments.

The following documents attached hereto or delivered separately to Tenant, as well as all drawings and documents prepared pursuant thereto, are hereby made a part hereof:

Schedule A	-	**Plan Showing the Retail Area and Location of Premises**
Schedule B	-	**Construction**
Schedule C	-	**Certificate of Vote**
Schedule D	-	**Nondiscrimination Requirements**
Schedule E	-	**Contractor Bid Conditions**
Schedule F	-	**Rules and Regulations for the Retail Area**
Schedule G	-	**Port Authority Consent to Sublease**
Schedule H	-	**Form of Letter of Credit**
Schedule I	-	**Approved Menus**

ARTICLE 2
PREMISES

Section 2.1 **Demise.**

(a) Landlord hereby subleases to Tenant, and Tenant hereby subleases from Landlord, the Premises for the Term and at the Rental hereinafter described. Landlord grants to Tenant and its agents, employees and (where such areas are open to the public) its customers, a non-exclusive license to use, in common with others entitled thereto during the Term, the Common Areas, subject to the exclusive control and management thereof at all times by Landlord and the Port Authority and subject to the right of Landlord to designate and change from time to time the portions so to be used, and subject, further, to the rights of Landlord set forth in Section 9.6.

Tenant agrees that Landlord shall have the right to place in the Premises (but in such manner as not unreasonably to interfere with Tenant's use of the Premises) utility lines, telecommunication lines, shafts, pipes and the like, for the use and benefit of Landlord and other tenants and occupants of the Terminal, and to replace and maintain and repair such lines, shafts, pipes and the like, in, over and upon the Premises; Landlord shall endeavor, to the extent commercially practicable, to place any such lines, shafts, pipes and the like above the finished ceiling, within columns or risers, or otherwise not visible within the usable area of the Premises. Such lines, shafts, pipes and the like, shall not be deemed part of the Premises under this Sublease. Tenant shall have no rights with respect to the land or improvements below the floor slab or above the interior surface of the ceiling of the Premises.

(b) This Sublease and Tenant's rights hereunder are and at all times shall remain subject and subordinate to the Prime Lease, as it may be amended, supplemented or extended from time to time. This Sublease shall not take effect without the prior written consent of the Port Authority, except Tenant agrees that if it takes possession of the Premises for any period prior to receipt of such consent it will perform all of its obligations hereunder as fully as if such Sublease was in effect during such period. Tenant hereby agrees to execute the Port Authority's consent to sublease, in the form attached hereto as **Schedule G**, and return the same to Landlord within five (5) days after receipt of a request for execution of such consent by Tenant. Failure by Tenant to fully execute and deliver such consent in a timely manner shall be an Event of Default under this Lease. Any amendment, supplement, extension or other modification of this Sublease shall be subject to and require the express written approval of the Port Authority thereto and, in the event such consent has not been obtained, such amendment, supplement, extension or other modification shall be, and be deemed to be, void and of no force or effect whatsoever. The Port Authority shall have the right (but not the obligation) to enforce the terms and conditions this Sublease, directly, against Tenant to the same extent as if the Port Authority were Landlord hereunder. Tenant agrees not to take any action or permit any condition to exist within the Premises (or in any other area in the Terminal used or controlled by Tenant) which would cause Landlord to be in default of its obligations under the Prime Lease.

This Sublease shall terminate simultaneously with the termination for any reason whatsoever of the Prime Lease, unless the Port Authority shall notify Tenant and Landlord at or prior to such effective date of termination of the Prime Lease that the Port Authority shall and does assume the rights and obligations of Landlord hereunder from the date of such notice. In the event the Port Authority gives such notice to Tenant and Landlord, the rights, obligations and liabilities of Landlord under this Sublease from the date of such notice (except with respect to (i) any prior acts or defaults of Landlord under this Sublease, which shall not be the subject of any claim of whatever kind by Tenant against the Port Authority or entitle Tenant to an offset against or deduction from any amounts then or thereafter owed by it under this Sublease or to be relieved of any of its obligations under this Sublease and Tenant shall have recourse solely against Landlord with respect thereto, (ii) the application or return of any Security Deposit not actually received in hand by the Port Authority or (iii) any prepayment of Rental by Tenant) shall be deemed to have been assigned to and assumed by the Port Authority and Tenant shall be deemed to have fully attorned to the Port Authority on the foregoing basis for the balance of the term of the subletting and to have agreed that the Port Authority may further assign its rights and interest under this Sublease to any third party of the Port Authority's choice and as of the effective date of such assignment to such third party the Port Authority shall no longer have any obligation or liability under this Sublease.

In the event that the Port Authority notifies Landlord that it has revoked its consent to this Sublease or elected to terminate this Sublease without cause, Landlord may terminate this Sublease without cause upon thirty (30) days' written notice to Tenant. Termination of this Sublease shall not relieve Tenant of any liabilities or obligations under this Sublease which shall have accrued on or prior to, or which shall take effect on, the effective date of termination. Termination of this Sublease shall have the same effect as though such date were the scheduled expiration of the Term specified in Section 1.1 and shall create no obligation on the part of the Landlord or the Port Authority.

In the event that under the provisions of Section 1(e) of the Prime Lease, the Port Authority terminates the Prime Lease with respect to a portion of the Retail Area, and such portion includes any portion of the Premises, and as a consequence thereof the Port Authority revokes its consent to this Sublease (or as to a portion of the Premises) then Landlord agrees to pay to Tenant an amount equal to the Subtenant's unamortized capital investment in the Premises (prorated on a square foot basis if less than all of the Premises are involved). The Subtenant's unamortized capital investment shall be calculated as provided in Section 45(h) of the Prime Lease, with (i) amortization being calculated on a straight-line basis over the initial term of this Sublease and (ii) expenses for engineering, architectural, professional and consulting services and the supervision of construction being limited to thirty percent (30%) of the costs of work actually performed and labor and materials actually furnished in connection with the construction of the Premises. Such payment will be made after submission to and approval by the Port Authority of necessary evidence of such expenditures as provided in the Prime Lease and will be made either directly by the Port Authority or by Landlord promptly upon receipt from the Port Authority.

ARTICLE 3
TERM

Section 3.1 Commencement Date.

The Commencement Date shall be June 4, 2002, for Locations BCF1 and BCF4 (the "Phase 1 Commencement Date"). The Commencement Date for the first to be completed of either Location BCF2 or Location BCF3, (the "Phase 2 Commencement Date") shall be the date on which Tenant opens for business to the public in either Location BCF2 or BCF3 with the permission of Landlord (provided such date is before ~~November 1, 2002~~ * April 30, 2003). The Commencement Date for the then remaining Location (either BCF2 or BCF3) (the "Phase 3 Commencement Date") shall be the earlier of (a) the day on which Tenant opens for business to the public in such last remaining Location with the permission of Landlord or (b) ~~November 1, 2002~~ * April 30, 2003. Landlord and Tenant agree, upon demand of the other, to execute a declaration setting forth the Commencement Date for each Location comprising the Premises. All references to "Commencement Date" herein shall refer to the Phase 1 Commencement Date, Phase 2 Commencement Date and Phase 3 Commencement Date, as applicable.

P.A.M. 4/8 P.A.M. 2/8

Section 3.2 Termination.

(a) This Sublease shall terminate on the scheduled expiration of the Term specified in Section 1.1 without the necessity of, and Tenant hereby waives all rights to, any notice to terminate, vacate or quit the Premises.

(b) Tenant hereby waives any and all rights to recover or regain possession of the Premises and all rights of redemption, granted by or under any present or future law in the event it is evicted or dispossessed for any cause, or in the event the Port Authority or Landlord obtains possession of the Premises in any lawful manner.

(c) Tenant covenants and agrees to surrender possession of the Premises upon termination of this Sublease (whether by termination, expiration or otherwise) in as good condition as at the commencement of the Term hereunder (or in the case of improvements or alterations made or fixtures installed subsequent thereto, then as of the date such improvements, alterations or fixtures were made or installed) except for reasonable wear and tear (but not the result of any delay or failure to maintain and repair hereunder) which does not adversely affect the efficient or proper utilization thereof.

If upon such termination Tenant shall fail to remove any personal property or trade fixtures (which Tenant is allowed under the terms hereto to remove) affixed to the Premises in any way, whether permanent or temporary (removable, however, without any damage to the Premises) on or before the date of termination, Landlord may remove such property to a public warehouse for deposit or retain the property in its own possession, and sell the property at public auction, the proceeds of which shall be applied first to the expenses of removal, storage and sale, second to any sums owed by Tenant to Landlord, with any balance remaining to be paid to Tenant, or may dispose of such property as waste; if the expenses of such removal, storage and sale shall exceed the proceeds of sale, Tenant shall pay such excess to Landlord upon demand. Tenant hereby agrees to reimburse Landlord for the cost of the removal or disposal of any improvements to the Premises that incorporate, reflect or display Tenant's trade name, trademark, trade dress, copyright or service mark, after the expiration or termination of the Term.

Section 3.3 **Holding Over.**

Any holding over by Tenant after the expiration of the Term with the written consent of Landlord shall be on a month-to-month basis, terminable by either party on thirty (30) days' notice, and shall be at the same Rental specified herein (prorated on a monthly basis) and shall otherwise be on the terms and conditions set forth herein, so far as applicable. Any holding over without the written consent of Landlord shall be treated as a tenancy at sufferance and shall be on the terms and conditions set forth herein, so far as applicable, except that (i) the Fixed Minimum Rent payable hereunder for each month during the holdover period shall be equal to twice the monthly installment of Fixed Minimum Rent payable during the last full month of the Term, (ii) the installments of Percentage Rental payable hereunder for each such month shall be equal to one-sixth ($1/6^{th}$) of the average Percentage Rental payable hereunder for the last three (3) Lease Years of the Term, or if the Term is less than three (3) Lease Years, then such installments shall be equal to one-sixth ($1/6^{th}$) of the Percentage Rental payable hereunder for the last complete Lease Year preceding expiration of the Term, and (iii) all Additional Rental payable hereunder shall be payable at twice the rates in effect for the last month of the Term. All payments of Fixed Minimum Rent, Percentage Rental, and Additional Rental shall be prorated on a daily basis for the period of any such holdover.

Section 3.4 **Liquor License(s).**

Tenant acknowledges that Tenant has not obtained the Liquor License(s) required to operate the Permitted Use at the Premises as of the date of this Sublease. Tenant shall use its best efforts to obtain, at its sole cost and expense, any and all required Liquor License(s) prior to each of the Phase 1 Commencement Date, Phase 2 Commencement Date and Phase 3 Commencement Date. Landlord has assisted and hereby agrees to continue to work cooperatively with Tenant in connection with Tenant's efforts to obtain the Liquor License(s), provided Landlord shall not incur any cost or expense, it being intended that the Tenant be solely responsible for all costs associated with obtaining the Liquor License(s). Tenant shall obtain its permanent Liquor License(s) for the entire Premises no later than ~~November 1, 2002~~ 30 April 2003. This Lease shall automatically terminate if Tenant has not obtained the required Liquor License(s) as of ~~November 1, 2002~~ 30 April 2003, or in the event that any permanent Liquor License(s) is rejected, or if at any time subsequently during the term of this Lease any permanent Liquor License(s) is revoked, expires, or if any extension of any such Liquor License(s) is denied.

P.O.M P.O.M L/B L/B

ARTICLE 4
USE

Section 4.1 **Prompt Occupancy and Use; Operating Hours.**

The Premises shall be used for the Permitted Use only and for no other purpose whatsoever. Tenant shall, at its expense, procure any and all governmental licenses and permits, including, without limitation, any approvals of the Port Authority required for the conduct of Tenant's business on the Premises and shall, at all times, comply with the requirements of each such license and permit. In no event shall Tenant install, maintain, operate or permit any vending machine or device designed to dispense or sell food, beverages, tobacco, tobacco products or merchandise of any kind or any equipment or device for the furnishing to the public of service of any kind.

The Premises shall be occupied as of the Commencement Date and shall thereafter be continuously and uninterruptedly occupied during the Operating Hours on each and every calendar day during the Term (specifically including Sundays and legal holidays) for the Permitted Use except during periods of alterations or renovations to the Premises approved by Landlord in accordance with the provisions of this Sublease governing Tenant improvements, construction and alterations. Tenant agrees that Landlord may change the Operating Hours from time to time by notice to Tenant, which in all events shall be consistent with the requirements of the Prime Lease. Tenant's operating hours are subject to Port Authority's operating rules for the Terminal and applicable federal, state and local laws.

Tenant acknowledges that: (i) certain tenants of the Retail Area may from time to time not be required to be open for business during Operating Hours; (ii) Tenant's continuous use and occupancy obligations under this Section 4.1 are a material inducement for Landlord to enter into this Sublease and but for such continuous use and occupancy agreement, Landlord would not have entered into this Sublease; (iii) Tenant's required operation of the Permitted Use in the Premises is necessary for Landlord to maintain a proper mix of products, services and specific merchandise in the Retail Area and is integral to the proper and successful operation of the Retail Area and the

Terminal; and (iv) in entering into this Sublease, Tenant has not relied upon, nor has Landlord made any express or implied warranties to Tenant with respect to, the leasing of other space within the Retail Area or the Port Authority's operations within the Terminal, and that Tenant's obligations hereunder are in no way conditioned or dependent upon the leasing of other space in the Retail Area or the Port Authority's operations within the Terminal.

Section 4.2 Tenant's Trade Name.

Tenant will conduct its business in each Location comprising the Premises under the name for such Location set out in Section 1.1 as Tenant's Trade Name or a revised trade name approved in advance by Landlord in writing and under no other trade name.

ARTICLE 5
RENTAL

Section 5.1 Rentals Payable.

Tenant agrees to pay to Landlord as rental ("Rental") for the Premises, the following:

(a) the Fixed Minimum Rent; plus

(b) the Percentage Rental; plus

(c) Tenant's Proportionate Share of Operating Costs; plus

(d) all additional sums, charges or amounts of whatever nature to be paid by Tenant to Landlord under this Sublease.

All sums referred to in the preceding clauses (c) and (d) and all charges for electricity and other utilities utilized by Tenant at the Premises which charges are payable by Tenant directly to the Port Authority or other provider, are referred to in this Sublease as "Additional Rental."

Section 5.2 Fixed Minimum Rent.

Fixed Minimum Rent shall be payable in equal monthly installments of one-twelfth ($1/12^{th}$) of such annual sum, in advance, on the first day of each full calendar month during the Term. On the Commencement Date, Tenant shall also pay any prorated Fixed Minimum Rent for the period from the Commencement Date to the first day of the first full calendar month in the Term. In the event that any Lease Year is less than a period of twelve calendar months, the Fixed Minimum Rent shall be appropriately prorated.

Section 5.3 Percentage Rental.

During the Term, Tenant shall pay Percentage Rental in accordance with the terms of this Section 5.3. Percentage Rental shall be due and payable on a monthly basis or before the tenth (10th) day following the end of each calendar month during the Term. Each monthly payment of Percentage Rental shall be equal to (a) the sum of the (i) the First Percentage Rental Rate multiplied by the amount by which the Tenant's year-to-date Gross Sales during such Lease Year exceed the First Percentage Rent Breakpoint but do not exceed the Second Percentage Rent Breakpoint; plus (ii) the Second Percentage Rental Rate multiplied by the amount by which the Tenant's year-to-date Gross Sales during such Lease Year exceed the Second Percentage Rent Breakpoint less (b) the sum of the Percentage Rental payments made previously by Tenant with respect to such Lease Year.

In addition, only during the period beginning on the Phase 2 Commencement Date and ending on the Phase 3 Commencement Date, Tenant shall pay Percentage Rental on a monthly basis with respect to the first to open for business of either Location BCF2 or BCF3, in an amount equal to six percent (6%) of Tenant's Gross Sales during such month, payable on or before the tenth (10th) day following the end of each calendar month during such period.

As soon as practicable after the end of each Lease Year (but in no event later than 45 days after the end of such Lease Year), the Percentage Rental paid or payable with respect thereto shall be adjusted between Landlord

and Tenant. Tenant shall pay any underpayment to Landlord simultaneously with the delivery of the annual statement of Gross Sales required by Section 5.5. Provided that Tenant is not then in default under any of the terms or covenants of this Sublease, any overpayment shall be credited against Rental subsequently due (or, if such adjustment is to be made after the expiration of the Term, any overpayment shall be paid to Tenant).

For the purposes of calculating Percentage Rental: (i) each Lease Year during the Term shall be considered an independent accounting period and the amount of Gross Sales in any Lease Year shall not be carried over into any other Lease Year; and (ii) in the event any Lease Year is less than a period of twelve calendar months (for example, in the first and last Lease Years during the Term) the Percentage Rent Breakpoint(s) shall be reduced by multiplying the breakpoint by a fraction, the numerator of which is the number of days in such Lease Year and the denominator of which is 365.

Section 5.4 **"Gross Sales" Defined.**

"Gross Sales" means the actual sales prices of all goods, wares and merchandise sold, leased, licensed or delivered and the actual charges for all services performed by Tenant, in, at, from, or arising out of the use of the Premises, whether for wholesale, retail, cash, credit, or otherwise, without reserve or deduction for inability or failure to collect. Gross Sales shall include, without limitation, sales and services (i) where the orders therefor originate in, at, from or arising out of the use of the Premises, whether delivery or performance is made from the Premises or from some other place, (ii) made or performed by mail, telephone, or telegraph orders to or from the Premises, (iii) made or performed by means of mechanical or other vending devices in the Premises, and (iv) which Tenant, in the normal and customary course of its business, would credit or attribute to its operations at the Premises or any part thereof. Gross Sales shall also include any so-called "retail display allowances" or other promotional or advertising income received by or credited to Tenant on account of displays, promotions, advertising or other activities at the Premises. Any deposit not refunded shall be included in Gross Sales. Each installment or credit sale shall be treated as a sale for the full price in the month during which such sale is made, regardless of the time when Tenant receives payment therefor and without deduction for any fee payable to the credit issuer.

The following shall not be included in Gross Sales: any exchange of merchandise between stores of Tenant where such exchange is made solely for the convenient operation of Tenant's business and not for the purpose of consummating a sale made in, at or from the Premises, or for the purpose of depriving Landlord of the benefit of a sale which would otherwise be made in or at the Premises, returns to shippers or manufacturers, cash or credit refunds to customers on transactions (not to exceed the actual selling price of the item returned) otherwise included in Gross Sales, sales of trade fixtures, machinery and equipment after use thereof in the conduct of Tenant's business, and amounts collected and paid by Tenant to any government for any sales with respect to sales or services included in Gross Sales.

Section 5.5 **Statements of Gross Sales.**

Tenant shall deliver to Landlord: on or before the **tenth (10th)** day following each calendar month during the Term (including the **tenth (10th)** day of the month following the expiration or sooner termination of the Term) a written statement (on the form required by Landlord detailing Gross Sales for each day during the applicable period) certified by the chief financial officer of Tenant showing the amount of Gross Sales for such calendar month and for the year to date, as determined in accordance with the provisions of this Sublease and with generally accepted accounting principles (including in its first report the amount of Gross Sales for the fractional calendar month, if any, at the commencement of the Term).

In addition, Tenant shall deliver to Landlord (i) within **ten (10)** days after the close of each calendar year and after the expiration or sooner termination of the Term, a statement of Gross Sales, as determined in accordance with generally accepted accounting principles, for the preceding calendar year, such annual statement to be certified by an independent certified public accountant or by the chief financial officer of Tenant, (ii) as and when such statement is furnished to the taxing authority, copies of any sales tax, franchise tax, income tax or other statement furnished to any federal, state or local taxing authority showing the amount of Tenant's sales from the Premises, whether or not such statement is required to list all income which is included within Gross Sales and (iii) not later than sixty (60) days after the expiration or earlier termination of this Sublease, a statement certified by an independent certified public accountant of all Gross Sales arising out of Tenant's operations at the Premises during the Term. If Tenant operates at more than one location within the Terminal, all statements of Gross Sales will be broken down by location. If Tenant shall fail to deliver such certified annual statement to Landlord within said

period, Landlord shall have the right thereafter to employ an independent certified public accountant to examine such books and records, including, without limitation, all records required by Section 5.6, as may be necessary to certify the amount of Tenant's Gross Sales for such calendar year, and Tenant shall pay to Landlord the cost of such audit, as Additional Rental, upon demand.

Section 5.6 Tenant's Records.

Tenant agrees that the business upon the Premises shall be operated so that a duplicate sales slip, invoice or non-resettable cash register receipt, serially numbered, or such other device for recording sales as Landlord approves, shall be issued with each sale or transaction, whether for cash, credit or exchange. During business hours, Landlord, the Port Authority and their employees and representatives shall have the right to inspect the operation of all equipment used by Tenant, including, but not limited to, cash registers.

Tenant will keep, in accordance with generally accepted accounting principles, and preserve during the Term hereof and thereafter until otherwise notified by the Port Authority, original or duplicate books and records which shall disclose all information required to determine and verify Gross Sales ("Tenant's Records"). Tenant's Records shall be kept in a single location (at all times within the Port of New York District), either on the Premises or at Tenant's Address specified in Section 1.1. For purposes of this Sublease, Tenant's Records shall mean the gross income, franchise, sales and occupation tax returns with respect to each calendar year and all pertinent original sales records; pertinent original sales records shall include, without limitation: (i) cash register tapes, including tapes from temporary registers; (ii) serially numbered sales slips; (iii) the originals of all mail orders at and to the Premises; (iv) the original records of all telephone orders at and to the Premises; (v) the original records showing that merchandise returned by customers was purchased at the Premises by such customers; (vi) memorandum receipts or other records of merchandise taken out on approval; (vii) such other sales records, if any, which would normally be examined by an independent accountant pursuant to accepted auditing standards in performing an audit of Tenant's sales; and (viii) the records specified in (i) to (viii) above of any permitted concessionaires or licensees of Tenant. Landlord, the Port Authority, their agents and accountants, shall have the right to make any examination or audit of Tenant's Records (including the records of any company which is owned or controlled by Tenant, as well as the records of any company which owns or controls Tenant selling goods or performing services similar to those sold or performed by Tenant in the Port of New York District) which Landlord or the Port Authority may desire at any time during business hours during the Term of this Sublease and thereafter until otherwise notified by the Port Authority. Tenant will make such records available to Landlord within forty-eight (48) hours of Landlord's request, or immediately upon the Port Authority's request. If such audit shall disclose a liability in any calendar year for Percentage Rental in excess of the Percentage Rental previously paid for such calendar year, Tenant shall promptly pay such liability, together with interest thereon at the Default Rate from the time such payment should have been made. Should any such liability for Percentage Rental equal or exceed three percent (3%) of the Percentage Rental previously paid for such calendar year, Tenant shall, in addition, promptly pay the cost of audit.

Landlord agrees that all information gained from Tenant's Records, financial statements, inspections or audits furnished to or conducted by or on behalf of Landlord shall be confidential and shall not be disclosed other than to carry out the purposes hereof, provided, however, that Landlord shall be permitted to divulge such information to the Port Authority, lender or prospective lender, any prospective purchaser of the Retail Area or Landlord's rights therein or investor in Landlord or in connection with any administrative or judicial proceeding in which Landlord is involved and where Landlord is required to divulge such information.

Section 5.7 Payment of Rental.

Tenant shall pay all Rental when due and payable, without any setoff, deduction or prior demand therefor whatsoever. If any payment of Rental is not made within ten (10) days after the due date, there shall be added thereto, as Additional Rental to compensate Landlord for the inconvenience, administrative burden and expense created thereby, an amount equal to ten percent (10%) of the amount due, making the total Rental due including the Additional Rental, one hundred ten percent (110%) of the Rental that would otherwise be due, which will continue thereafter as the Rental due so long as said Rental, including the Additional Rental, remains unpaid, due and payable; if any Rental is not paid within thirty (30) days after the due date, Tenant shall, in addition to the foregoing late charge, pay interest at the Default Rate on all Rental (but not late charges) from the due date until paid. Such late charge and interest on overdue Rental shall be in addition to, and not in limitation of, Landlord's other rights and remedies in the event of such late payment. In the event that the interest and late charges which would be required to be paid by Tenant under this Section exceed the maximum interest and late charges which may be

permitted by the laws of the state of New York, the interest obligation of Tenant shall be that amount which, when added to the applicable late charges, equals such maximum permitted amount.

Any Additional Rental due shall be payable, unless otherwise provided herein, with the next monthly installment of Fixed Minimum Rent. Rental and statements required of Tenant shall be paid and delivered to Landlord at Landlord's Address or at such other place as Landlord may, from time to time, designate by notice to Tenant. No payment by Tenant or acceptance by Landlord of a lesser amount than shall be due from Tenant to Landlord shall be treated as other than a payment on account, nor shall any endorsement or statement on a check for a lesser amount, or upon any letter accompanying such check, that such lesser amount is payment in full, be deemed an accord and satisfaction or given any effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

Tenant agrees to make all Rental payments to the "Address for Payment of Rental" set out in Section 1.1, or to such other address as may be specified by Landlord by written notice. (Tenant hereby acknowledges that in the event that the payment of Rental or any other sums payable under this Sublease is to be made directly to the Port Authority, such payment and acceptance by the Port Authority of such amounts shall not constitute an assumption by the Port Authority of any or all of the obligations of Landlord under this Sublease.)

Section 5.8 **Security Deposit.**

The Tenant shall deposit with the Landlord an irrevocable letter of credit, in the form attached hereto as **Schedule H**, in the full amount of the Security Deposit (the "Letter of Credit"). The Letter of Credit shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants and conditions of this Sublease to be kept and performed by Tenant and not as an advance rental deposit or as a measure of Landlord's damage in case of Tenant's default. The Letter of Credit shall be unconditional, drawn on a bank approved in writing by Landlord and located in the New York metropolitan area, and shall be addressed to Landlord, shall permit partial draws, and shall be payable upon simple demand by the Landlord accompanied by a sworn statement of an authorized officer or agent of the Landlord stating that the drawing represents amounts due to the Landlord from the Tenant under this Sublease. The Letter of Credit provider must have and maintain a long term credit rating of "A" or better by either Moody's or Standard & Poors. If the Tenant defaults with respect to any provision of this Sublease, Landlord shall be entitled to draw on the Letter of Credit for the entire amount thereof or so much as may be needed by the Landlord to compensate the Landlord for its damages (including estimated damages), and the Tenant shall, within five (5) days after demand restore the Letter of Credit to the amount required under Section 1.1, and Tenant's failure to do so shall be a material breach of this Sublease. If Landlord conveys Landlord's interest under this Sublease, the Letter of Credit may be transferred by Landlord to Landlord's grantee, and, if so transferred, Tenant agrees to look solely to such grantee for the proper application and return thereof in accordance with the terms of this Section 5.8.

The Port Authority shall not be responsible to Tenant for the return or application of any such Security Deposit, whether or not it succeeds to the position of Landlord hereunder, unless such Security Deposit shall have been received in hand by the Port Authority.

The Letter of Credit shall be issued for a term of not less than twelve (12) months, provided the Letter of Credit shall be automatically extended without amendment for an additional twelve (12) months from the initial and each future expiration date (except with respect to the Letter of Credit issued during the final year of the Term shall not expire until thirty (30) days after the end of the Term of the Sublease), unless not less than sixty (60) days prior to the then-relevant expiration date, the issuer notifies the Landlord in writing that the issuer has elected not to renew the Letter of Credit. Following notification from the issuer not to renew, Landlord shall be entitled to draw on the Letter of Credit unless, Tenant shall furnish to the Landlord a replacement Letter of Credit no later than thirty (30) days prior to the expiration of the then-current Letter of Credit. Failure to provide a substitute Letter of Credit within the time required shall be an Event of Default entitling Landlord to draw on the Letter of Credit and to convert the Letter of Credit into a cash Security Deposit to be held in accordance with the provisions of this Section.

ARTICLE 6
OPERATING COSTS; PROMOTIONAL COSTS

Section 6.1 **Tenant to Pay Proportionate Share of Operating Costs.**

In each calendar year Tenant will pay Landlord, as Additional Rental, Tenant's Proportionate Share of Landlord's Operating Costs (as defined in Section 6.2). The provisions of this Section 6.1 shall apply to any partial calendar year, but Tenant's Proportionate Share of Operating Costs for such partial calendar year shall be subject to a pro-rata adjustment based on the number of days in such partial calendar year. Such proportionate share shall be paid by Tenant in monthly installments in such amounts as are estimated by Landlord for each calendar year, each such installment being due on the first day of each calendar month. From time to time during any calendar year, Landlord, in exercise of its good faith judgment, may revise its estimate of the Operating Costs for such calendar year and provide Tenant with a statement explaining in reasonable detail the basis for such revised estimate. Thereafter the monthly installments on account of Tenant's Proportionate Share of Operating Costs shall be appropriately adjusted in accordance with the revised estimate so that by the end of such calendar year, the total payments of Tenant's Proportionate Share of Operating Costs shall equal Tenant's Proportionate Share of the amount of such revised estimate. Within one hundred twenty (120) days after the end of each calendar year, Landlord shall deliver to Tenant a statement of Operating Costs for such year and Tenant's Proportionate Share thereof paid or payable with respect thereto shall be adjusted between Landlord and Tenant. Tenant shall pay Landlord, or, provided that Tenant is not then in default under any of the terms or covenants of this Sublease (and subject to Landlord's right to offset against amounts owing from Tenant), Landlord shall credit Tenant's account of (if such adjustment is at the end of the Term) pay Tenant, as the case may be, within thirty (30) days of receipt of such statement, such amounts as may be necessary to effect such adjustment. Failure of Landlord to provide the statement called for hereunder within the time prescribed shall not relieve Tenant of any of its obligations hereunder.

Section 6.2 **"Landlord's Operating Costs" Defined.**

The term "Landlord's Operating Costs" means the costs and expenses incurred by Landlord in operating and maintaining the Retail Area and Retail Common Areas in a manner which Landlord deems reasonable and appropriate and in the best interests of the Retail Area. Landlord's Operating Costs shall include, without limitation, all costs and expenses of operating, maintaining, repairing, lighting, signing, cleaning, and painting the Retail Area and Retail Common Areas; maintenance of sprinkler, electrical, plumbing and mechanical systems serving the Retail Area and Retail Common Areas, removal of trash and debris from the Retail Common Areas, costs and expenses of inspecting and depreciation of machinery and equipment used in the operation and maintenance of the Retail Area and Retail Common Areas and personal property taxes and other charges incurred in connection with such equipment; the cost of maintaining signage and other materials aimed at directing passengers to any portion of the Retail Area or to other areas in the Terminal or informing passengers in the Retail Area of flight times or similar information; costs and expenses incurred in the rental of music program services and loudspeaker systems, including furnishing electricity therefor; costs of providing energy to light, heat, ventilate and air-condition the Retail Common Areas; cost of water; services, janitorial services (including costs of materials and equipment) if any, furnished by Landlord for non-exclusive use of all tenants; costs of providing any receiving and delivery services for the use of tenants (if provided); costs and expenses of personnel providing services in connection with the operation, maintenance, repairing, cleaning and protection of the Retail Area and the Retail Common Areas (including amounts incurred for wages, salaries and other compensation for services, payroll, social security, unemployment and similar taxes, workmen's compensation insurance, disability benefits, pensions, hospitalization, retirement plans and group insurance, uniforms and working clothes and the cleaning thereof, tools and equipment used by such personnel, and expenses imposed on Landlord or its agents pursuant to any collective bargaining agreement); any Taxes imposed on Landlord with respect to the Retail Area and the Retail Common Area; and Landlord's insurance costs, which shall include all premiums paid by Landlord for all insurance obtained by Landlord with respect to the Retail Area and Retail Common Areas, including, without limitation, the fire and extended coverage insurance carried by Landlord pursuant to Section 11.5, liability insurance for personal injury, death and property damage, insurance against theft or other casualties, fidelity bonds for personnel, insurance against liability for defamation and claims of false arrest occurring on and about the Retail Area and Retail Common Areas, and plate glass insurance for any glass in the Retail Area or Retail Common Areas for which Landlord (and not an individual subtenant is responsible; and any insurance (such as rent insurance) required by the Port Authority to be maintained by Landlord. Any such costs and expenses incurred which are capital expenditures (as determined in accordance with generally accepted accounting principles) shall be amortized over the depreciable life of the applicable capital item and only the allocable portion of such expenditure shall be included in the calculation of Operating Costs. Such costs and expenses shall not include any costs and expenses, the responsibility for payment of which lies with the tenant under any sublease of space within the Retail Area. Such costs and expenses shall not include depreciation (other than depreciation as above specified), nor the items described in Section 6.3 or Section 6.4 herein.

Section 6.3 **Commercial Rent Tax.**

Tenant agrees to be responsible for and to make payment of any commercial rent tax, occupancy tax, or other similar tax resulting from the use or occupancy of commercial real estate (referred to herein as "Commercial Rent Tax") directly to the taxing authority.

In the event that and to the extent that Landlord incurs any Commercial Rent Tax on account of Tenant's use and occupancy of the Premises, Tenant agrees to be responsible for and to reimburse Landlord the full amount of such tax.

Section 6.4 **Tenant Participation in Promotional Activities.**

Tenant agrees to participate fully with the marketing, advertising and promotional programs for the Retail Area sponsored by Landlord. Tenant shall pay, as Additional Rental, (i) the Initial Promotional Contribution, such amount to be payable within thirty (30) days after Landlord bills Tenant for same, whether such billing occurs prior to or after Tenant's initial opening for business in the Retail Area; and (ii) for each year during the term hereof, the Annual Promotional Contribution (or a pro rata portion thereof for any partial year) such amount to be paid in equal monthly installments on the first day of each calendar month, subject to annual C.P.I. increases provided below. Landlord will use the Annual Promotional Contribution and the Initial Promotional Contribution solely for marketing and advertising the Retail Area and providing services to patrons of the Retail Area which are intended to enhance such patrons' impressions of the Retail Area or make using the Retail Area more convenient. The failure of any other tenant or occupant of space within the Retail Area to participate in advertising for the Retail Area or make promotional contributions to Landlord shall not relieve Tenant of any of its obligations under this Section 6.4.

On January 1 of each full or partial calendar year during the Term, the Annual Promotional Contribution shall increase to an amount equal to the Annual Promotional Contribution for the immediately preceding calendar year, increased by the preceding year's cost of living determined by reference to the Consumer Price Index.

At least ten (10) days prior to the first day of the second calendar year and each calendar year thereafter until the end of the Term, Landlord shall provide Tenant with written notice of the increases in the Annual Promotional Contribution for the upcoming calendar year. No delay by Landlord in providing said written notice shall affect Tenant's obligation to pay the Annual Promotional Contribution, as escalated, retroactively from the beginning of such calendar year. The Annual Promotional Contribution for any year of the Term after the first calendar year or any subsequent calendar year, as the case may be, shall never be less than the preceding calendar year contribution.

In the event the level of the C.P.I. shall not be available to Landlord as of the commencement of any year of the Term, the Annual Promotional Contribution for the preceding year shall be used to calculate the Annual Promotional Contribution for the current year until the C.P.I. is published for the month necessary to compute the adjustment provided in this Paragraph; at such time as such adjustment can be calculated, Landlord shall notify Tenant of (x) the total amount of any increase due from the Tenant for the then current year of the Term and (y) as to the necessary adjustment to be made to each monthly payment thereafter due from Tenant for the balance of such year of the Term (as to result in Tenant having paid the full amount of any such increase by the end of the year for which the same is effective and applicable).

Section 6.5 **Calculation of Tenant's Proportionate Share.**

Tenant's Proportionate Share shall be determined by Landlord based upon an allocation formula which in Landlord's determination fairly allocates the Operating Costs among all space in the Retail Area rented to Tenants (except tenants operating under leases originally entered into by the Port Authority prior to the date of the Prime Lease). Tenant has been provided with a copy of Landlord's current allocation formula, but Landlord may revise such formula from time to time during the Term as Landlord deems appropriate. Landlord will provide a copy of its allocation formula to Tenant with Landlord's annual estimate of Operating Costs and with its year-end statement of actual Operating Costs (provided that Landlord's failure to do so shall not relieve Tenant of any of its obligations hereunder) and at any other time upon request of Tenant.

Landlord's determination of Tenant's Proportionate Share of Operating Costs shall be binding upon Tenant provided that (i) it is calculated in accordance with Landlord's then-current allocation formula and (ii) the allocation

formula provides for all costs of bussing tables and removing trash from food courts to be allocated only to the food and beverage tenants located adjacent to a food court; and (iii) the sum of the proportionate shares of Operating Costs paid by all tenants in the Retail Area for a particular calendar year shall not exceed the actual Operating Costs for such year.

ARTICLE 7
IMPROVEMENTS

Section 7.1 Landlord's Work.

Tenant agrees that the Premises will be delivered by Landlord and accepted by Tenant in "as is" condition, without any representation or warranty whatsoever by the Landlord.

Section 7.2 Tenant's Work.

(a) On or before the Phase 3 Commencement Date, Tenant shall, at its sole cost and expense, complete all Tenant's Work in accordance with **Schedule B** and the Tenant Design Manual and shall spend no less than $800,000 on Tenant's Work. Tenant shall commence and complete construction of Tenant's Work in accordance with the Final Plans approved by Landlord. Tenant's Work shall be phased such that, at all times during Tenant's Work, at least two Locations comprising the Premises are open for business as follows: From the Phase I Commencement Date until the Phase 2 Commencement Date, Locations BCF1 and BCF4 shall be open for business while renovations are underway at Locations BCF2 and BCF3. From the Phase 2 Commencement Date until the Phase 3 Commencement Date, (i) either Location BCF1 or Location BCF4 shall be open for business and (ii) either Location BCF2 or BCF3 shall be open for business. Upon the occurrence of the Phase 3 Commencement Date, all Locations comprising the Premises shall be open for business. If Tenant fails to complete Tenant's Work and open for business in the entire Premises on ~~November 1, 2002~~, Tenant shall pay as Additional Rental, the sum of $2,000 for each day of delay beyond ~~November 1, 2002~~, until Tenant's Work is complete and the entire Premises is open for business. A copy of the Tenant Design Manual has been furnished to Tenant and is incorporated herein in full. Tenant will be permitted by Landlord to enter the Premises prior to the Commencement Date for the purpose of performing Tenant's Work and for the purpose of installing its fixtures and other equipment, provided the existing tenant has vacated the Premises and Tenant shall have obtained Landlord's and the Port Authority's written approval of the Final Plans, and Tenant shall have deposited with Landlord the policies or certificates of insurance required in Section 11.3 and Section 11.4. Tenant's activities shall be conducted so as not to unreasonably interfere with or unreasonably disrupt the operations of other tenants of the Retail Area who are already open for business or of the persons using the Terminal. Tenant shall, at its expense, remove from the Premises and Retail Common Areas all trash which may accumulate in connection with Tenant's activities and, should Tenant fail to do so, Landlord may, in addition to any other right or remedy of Landlord, remove such trash without notice to Tenant, at Tenant's expense, and the expenses so incurred by Landlord shall be due and payable by Tenant, as Additional Rent, upon demand. During such period, Tenant shall perform all duties and obligations imposed by this Sublease, including, without limitation, those provisions relating to insurance and indemnification, saving and excepting only the obligation to pay Rental (other than any Additional Rental arising out of any failure of Tenant to perform its obligations under this Sublease), which obligation shall commence when the Term commences. Upon the expiration of the Term or earlier termination of this Sublease, all improvements to the Premises made or performed by Tenant pursuant to Section 7.2 or Section 9.4 and **Schedule B** shall be Landlord's property and shall be surrendered to Landlord, or shall be removed by Tenant upon Landlord's request. & April 30, 2003

(b) Tenant recognizes and acknowledges that Landlord and the Port Authority are vitally interested that the store improvements, fixtures and furnishings in, and the décor of, the Premises be dignified, up-scale and of high mercantile quality in keeping with the high-quality, décor, character and standards of the Retail Area and that Landlord, accordingly, intends strictly to apply the criteria set out in the Tenant Design Manual (as the same may be amended from time to time by Landlord) when Landlord reviews Tenant's Preliminary Space Plans and Working Drawings for the Premises and fixturing plan (whether the original plans or plans and specifications for any alterations in accordance with Section 9.4). Accordingly, to provide Landlord with assurances in that regard and as a material inducement to Landlord to enter into this Sublease, Tenant agrees to construct, improve, fixture and furnish a high-quality, up-scale store in the Premises in keeping with Landlord's design criteria and the high-quality, décor, character and standards of the Retail Area, as determined by Landlord.

Section 7.3 **Effect of Opening for Business.**

By opening for business, Tenant shall, in the absence of notice given to Landlord to the contrary, be deemed to have certified for the benefit of Landlord and the Port Authority that Tenant has: (i) accepted the Premises; (ii) waived any claim that the size, location, layout, dimensions or construction of the Premises, the Retail Area or the Retail Common Areas were not completed or furnished in accordance with the terms of this Sublease; and (iii) certified that the Term and the obligation to pay Rental have both commenced, that Tenant has no claim for offsets or deductions against Rental and that no event has occurred which, with notice or the passage of time, or both, would constitute a default on the part of either Landlord or Tenant under this Sublease.

Section 7.4 **Mechanic's Liens.**

No work which Landlord permits Tenant to do or which Tenant is obligated to perform pursuant to this Sublease, whether in the nature of erection, construction, alteration or repair, shall be deemed to be for the immediate use and benefit of Landlord so that no mechanic's or other lien shall be allowed against the estate of Landlord by reason of any consent given by Landlord to Tenant to improve the Premises. Tenant shall pay promptly all persons furnishing labor or materials with respect to any work performed by Tenant or its contractor on or about the Premises. Tenant shall procure unconditional waivers and releases of lien claims (and/or notices of completion) in form acceptable to Landlord from all persons furnishing labor or materials with respect to any work performed on behalf of Tenant in the Premises, at the time each progress payment and/or final payment is made.

In the event any mechanic's or other lien shall at any time be filed against the Premises by reason of work, labor, services or materials performed or furnished, or alleged to be performed or furnished, to Tenant or to any one holding the Premises through or under Tenant, Tenant shall, within five (5) days of its recordation, cause the same to be discharged of record or bonded to the satisfaction of Landlord. If Tenant shall fail to cause such lien forthwith to be so discharged or bonded after being notified of the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may, after ten (10) days notice to Tenant, discharge the same by paying the amount claimed to be due or may cause the same to be bonded, and the amount so paid by Landlord including reasonable attorney's fees incurred by Landlord in either defending against such lien or procuring the discharge or bonding of such lien, together with interest thereon at the Default Rate, shall be due and payable by Tenant to Landlord, as Additional Rental, upon demand.

Section 7.5 **Tenant's Trade Fixtures.**

Provided that Tenant shall not at such time be in default of any terms or covenants of this Sublease, all trade fixtures and apparatus (as distinguished from leasehold improvements) owned by Tenant and installed in the Premises shall remain the property of Tenant and, provided further, that Tenant shall repair any damage to the Premises caused by the removal of said fixtures and shall restore the Premises to its condition prior to the installation of said fixtures, shall be removable at any time, including upon the expiration of the Term. If Tenant is in default, Tenant shall not remove or permit the removal of said property until all defaults have been cured. The parties further agree that the foregoing phrase "trade fixtures and apparatus (as distinguished from leasehold improvements)" shall refer only to those items of equipment and trade apparatus that can be removed from the Premises without causing any damage to the Premises (i.e., any equipment, fixture or apparatus that is intended to be permanently affixed to the Premises in any way may not be removed from the Premises).

ARTICLE 8
OPERATIONS

Section 8.1 **Operations by Tenant.**

(a) Tenant will conduct its operation solely within the Premises and will not place or maintain any merchandise, any sign or other thing of any kind in the entry of the Premises or in the corridor or other Retail Common Areas or Common Areas or elsewhere on the exterior of the Premises, except such signs as are permitted hereunder.

(b) Tenant will not commit or suffer to be committed waste upon the Premises or any public or private nuisance or other act or thing which may disturb the quiet enjoyment of any occupant or user of the Terminal. Tenant will conduct its business in the Premises in all respects in a dignified manner and in accordance with high

standards of retail store operation. Tenant shall not maintain any loudspeaker or other device in such manner as to be audible to anyone not within the Premises. Tenant shall take all steps which may be necessary to eliminate vibration from the Premises. Tenant shall not use the Retail Common Areas for solicitations, demonstrations, advertising or in any manner which would constitute a nuisance to shoppers, passengers or others at the Terminal. In no event shall any unusual, noxious or objectionable odors, vapors or smoke be emitted from the Premises.

(c) Tenant will at its sole cost and expense, comply with all laws and ordinances and all rules, regulations and requirements of all county, municipal, state, federal and other governmental authorities, now in force or which may hereafter be in force, pertaining to Tenant's construction or installations within the Premises and Tenant's use and occupancy of, or operations of or at, the Premises (including without limitation the National Board of Fire Underwriters, and the Fire Rating Organization of New York). Tenant shall not make or permit any use of the Premises (i) which would invalidate conflict with or cause an increase in premiums for any policy of fire, extended coverage or rental insurance covering all or any portion of the Premises or the Airport, or (ii) which in the opinion of the Landlord or the Port Authority could constitute an extra-hazardous condition, so as to increase the risks normally attendant upon the operations contemplated under subleases in the Terminal approved by the Port Authority. Tenant agrees to comply with all recommendations of any public or private agency having authority over insurance rates with respect to the use and occupancy of the Premises by Tenant. Tenant shall not keep or store any flammable materials at the Premises, without Landlord's prior written consent. If such consent is obtained, Tenant shall not keep or store during any 24-hour period flammable liquids in excess of the Lessee's working requirements during the said 24-hour period. Any such liquids having a flash point of less than 110° F shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories or the Factory Mutual Insurance Association. Tenant will install and maintain any fire extinguishing apparatus required by local regulations, the Port Authority or the requirements of insurance underwriters. Tenant shall use and maintain the Premises in such a way as to, at all times, minimize air pollution, water pollution or any other type of pollution emanating from the Premises and Landlord reserves the right to require Tenant to design and construct at Tenant's sole cost, any reasonable structures, equipment and other facilities as may be appropriate to accomplish such purposes.

(d) The Tenant shall not dispose of nor permit any one to dispose of any waste material (whether liquid or solid) by means of the toilets, manholes, sanitary sewers or storm sewers in the Premises or on the Airport except after treatment in installations or equipment included in plans and specifications submitted to and approved by the Port Authority.

(e) The Tenant shall not operate or permit others to operate or fuel or defuel any engine or any item of automotive equipment in the Terminal.

(f) The Tenant shall not use or permit the use of any truss or structural supporting member of the Terminal building or roof or any part thereof for the storage of any material or equipment, or to hoist, lift, move or support any material or equipment or other weight or load, by means of said trusses or structural supporting members.

(g) Tenant will maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests. Tenant will keep the inside and outside of all glass in doors and windows of the Premises clean and shall maintain any security gate in good working order. Tenant shall not permit the accumulation of rubbish, trash, garbage and other refuse in and around the Premises, and will remove the same in accordance with the provisions of Section 10.6 hereof.

(h) Tenant will not conduct any auction, fire, bankruptcy or so-called "going out of business" sales, or conduct its business in any manner other than in the normal course of Tenant's continuing business operation. Tenant shall not conduct its business in a manner which is commonly known and accepted in the retail trade as a "discount store" or "wholesale store" or "outlet store" or "surplus store."

(i) Tenant shall receive and deliver goods and merchandise only in the manner, at such times, and in such areas as may be designated by Landlord from time to time.

(j) Tenant and its employees shall comply with all rules and regulations promulgated by the Port Authority for the Terminal, the Retail Areas, the Common Areas or the Airport, including without limitation the Port Authority's Airport Rules and Regulations, a copy of which has been delivered to Tenant. In addition, Tenant and its employees shall comply with Landlord's Rules and Regulations for Retail Area attached here as **Schedule F** as

the same may be amended from time to time by notice to Tenant, as well as any other rules and regulations promulgated by Landlord for the Retail Area or the Common Areas (specifically including but not limited to rules and regulations implementing any smoking policy established by Landlord from time to time). Tenant will, upon request of Landlord, require its employees to wear or carry badges or other suitable means of identification. In addition, upon objection by Landlord concerning the conduct, demeanor or appearance of any officer, employee, agent, representative, contractor, guest or invitee of Tenant, Tenant shall take reasonable steps to remove the cause of the objection.

(k) Tenant acknowledges the interest of Landlord in maintaining the retail portions of the Terminal in a condition which is highly dignified, not offensive to passengers using the Terminal, and not of a nature which will cause controversy or attract unwanted attention to the Terminal, the Retail Area, the Port Authority or the Airport. Accordingly, Tenant agrees that the Premises shall not be used for the sale, display, rental or other dissemination of any pornographic or so-called "adult" material, weapons of any kind, or any other material which Landlord determines, in their sole discretion, is not appropriate for sale, display, rental or dissemination at the Airport. Tenant agrees that upon notice from Landlord, it will immediately remove any such materials, and the failure to promptly remove any item referred to in such notice will constitute an Event of Default without any requirement for further notice.

(l) Tenant agrees to use its best efforts in every proper manner to develop and increase the business conducted by it under this Sublease; operate its business so as to maximize its revenues in accordance with business standards observed generally by well-run business enterprises of regional or national scope and not divert, or cause or allow to be diverted, any business from the Terminal or the Airport.

(m) Tenant shall not place any load upon any floor in the Premises exceeding the load which the floor was designed to carry or which is allowed by law, whichever is less. Tenant shall repair any floor, including supporting members, and any paved area damaged by overloading. Landlord reserves the right to further limit the weight of heavy objects and designate their positions.

(n) In the event the Permitted Use of the Premises under this Sublease is a restaurant or provides for sale of food and/or beverages, Tenant further agrees, in connection with its operations at the Premises:

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

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

(iii) The Premises and all equipment and materials used shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies, and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned after each period of use (the interval between cleanings, however, never to exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by Landlord or the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays, dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized immediately before using same;

(iv) All packing materials, including but not limited to wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile and shall be so stored as to be protected from dust, dirt, flies and other insects, rodents, vermin, unsanitary handling and unclean materials;

(v) Particular care shall be taken to wash any dishes and perform any cleaning necessary to maintain in a clean and sanitary condition, free of all vermin, any kitchen areas or any other areas in the Premises in which beverages or foods may be prepared or dispensed;

(vi) It is intended that the standards and obligations imposed by this Section 8.1(n) shall be maintained or complied with in addition to compliance with all applicable governmental laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, such laws, ordinances and regulations shall be complied with;

(vii) Tenant shall be responsible for ensuring that any Common Areas permitted by Landlord to be used for Tenant's deliveries are broom clean after any such deliveries. Tenant acknowledges that in light of the nature of Tenant's use, Landlord is particularly concerned that a high level be maintained with respect to the sanitary condition of the Premises and any such Common Areas;

(viii) Tenant shall provide and install, at its sole cost and expense, an under-sink grease trap within the Premises;

(ix) Tenant shall apply for and obtain all health permits required under state and local laws and shall promptly forward copies of any such application (and upon receipt, any such permit) to Landlord. In addition, Tenant shall notify Landlord immediately upon receipt by Tenant of notice from any such permitting authority of any violations.

(o) Tenant shall accept payment by major credit cards from its customers, such accepted credit cards to include Mastercard and Visa.

(p) In the event that the Permitted Use expressly allows for the sale of alcoholic beverages, Tenant agrees as follows:

(i) Tenant will comply with all municipal, state and other governmental laws, regulations and rules with respect to the sale of beer, wine and other alcoholic beverages (including, without limitation, obtaining and complying with the provisions of a New York liquor license for the sale of beer, wine and other alcoholic beverages (including any renewal or modification thereof, the "Liquor License").

(ii) At the time that it shall make any filing with or shall receive a notice or other communication from any governmental authority concerning the sale of beer, wine or alcoholic beverage, Tenant shall deliver a copy of such filing, notice or other communication to Landlord. The revocation of or inability to obtain a Liquor License shall not relieve Tenant of any of its obligations hereunder. The failure to obtain, revocation or suspension of any Liquor License shall constitute a material breach of Tenant's obligations under this Sublease.

(iii) As security for the performance by Tenant of its obligations under this Sublease, Tenant hereby pledges and grants to Landlord (to the extent permitted by law) a security interest in the Liquor License (and any additional Liquor Licenses hereafter acquired by Tenant with respect to the Premises) and any extensions, renewals or replacements thereof, together with all of Tenant's rights and interests therein. Tenant agrees that this Sublease shall constitute a security agreement for purposes of the Uniform Commercial Code and that Tenant will execute any financing statement or other documentation as Landlord may reasonably request in order to confirm the granting of such interest and to enable Landlord to perfect and protect such interest. Tenant agrees not to give any other party any interest (including a security interest) in such Liquor License.

(iv) Upon the expiration or any earlier termination of this Sublease, Tenant agrees to assign (to the extent permitted by law) any Liquor License applicable to the Premises to such replacement tenant as Landlord may direct, or to cooperate with Landlord or such

replacement tenant to permit the replacement tenant to operate with the benefit of Tenant's Liquor License for an interim period while its license application is pending (in which event such replacement tenant will execute and deliver an agreement to indemnify tenant from and against any liability in connection with such operation), and to execute any and all documents reasonably requested by Landlord in connection therewith.

(v) Tenant shall use best efforts to maintain order and decorum in and around the Premises and to avoid any conduct by patrons which would be considered by Landlord or the Port Authority to be improper or offensive.

Section 8.2 **Signage and Advertising.**

(a) Tenant will not place or suffer to be placed or maintained on the exterior of the Premises (or on the interior visible from the exterior or at or on any other portion of the Airport outside the Premises) any sign, advertising matter or any other thing of any kind, and will not place or maintain any decoration, lettering, or advertising matter on the glass of any window, door of the Premises or the exterior demising walls of the Premises unless and to the extent permitted by Landlord and approved by the Port Authority. Tenant will, at its sole cost and expense, maintain such sign, decoration, lettering, advertising matter, or other thing as may be permitted hereunder in good condition and repair at all times.

Upon the expiration of the Term or earlier termination of this Sublease, Tenant shall, at Tenant's cost at the request of Landlord, remove or cover any and all signs and restore the Premises and any portion of the Terminal affected by such signs to the condition it was in prior to the installation of any such signs.

(b) Landlord shall have the right to review and approve any advertising or promotion of Tenant's operations at the Premises or in the Airport, to assure consistency with Landlord's and the Port Authority's promotional materials and strategies and with the image of the Retail Area and the Airport which Landlord and the Port Authority are then attempting to establish or preserve.

Section 8.3 **Painting, Displays and Merchandising by Tenant.**

Tenant will not paint or decorate any part of the exterior of the Premises, or any part of the interior visible from the exterior thereof, without first obtaining Landlord's written approval. Tenant will install and maintain at all times, subject to the other provisions of this Section 8.3, displays of merchandise in the show windows (if any) of the Premises. In addition, Tenant recognizes and acknowledges that Landlord is vitally interested that the store operation in and the decor of the Premises be dignified and of high mercantile quality in keeping with the high quality, character and standards of the Retail Area, and that but for Tenant's assurances given below, Landlord would not enter into this Sublease. Accordingly, to provide Landlord with assurances in that regard and as a material inducement to Landlord to enter into this Sublease, Tenant covenants with Landlord as follows:

(a) In addition to the provisions herein governing Tenant alterations, construction, improvements, operations, painting and displays, Tenant agrees that the type, quality and location of the fixtures to be originally installed by Tenant and the furnishings and movable articles to be originally placed by Tenant in the Premises, the storefront, and all replacements thereof (which replacements shall be of at least equal type and quality), shall be subject to Landlord's prior written approval; all of said fixtures, furnishings, movable articles and storefront shall be properly maintained by Tenant throughout the Term of this Sublease;

(b) In addition to the provisions herein governing Tenant operations, painting and displays, Tenant agrees that all merchandise shall be neatly and attractively displayed in the Premises throughout the Term of this Sublease in accordance with a written merchandising layout plan and display guidelines, which merchandising layout plan and display guidelines, and any amendments or modifications thereto, shall be subject to Landlord's prior written approval; and

(c) In addition to the provisions herein governing Tenant operations and displays, Tenant agrees to keep the Premises well-stocked with appropriate quantities of seasonable merchandise for sale in the Premises at all times and shall fully and adequately staff the Premises with sufficient employees for the purpose of selling such merchandise; in no event may Tenant, at any time during the Term, remove or permit the removal of, all or substantially all of Tenant's stock of merchandise from the Premises; provided that Tenant is not at such time in

default of any term of this Sublease, upon the expiration or earlier termination of this Sublease, Tenant may remove all stock of merchandise from the Premises; if Tenant is in default, Tenant shall not remove, or permit the removal of, such stock of merchandise until all defaults have been cured.

Section 8.4 Hazardous Materials.

Without limiting the generality of its other covenants hereunder, Tenant agrees in regard to the use and occupancy of the Premises to comply with all environmental laws, rules, regulations, statutes and ordinances, including, without limitation, those applicable to Hazardous Substances, as defined herein. Tenant shall not dispose of any Hazardous Substances at the Premises or the Terminal. Tenant unconditionally, absolutely and irrevocably indemnifies and agrees to defend and hold harmless Landlord, the Port Authority and their respective officers, employees, agents, contractors and those claiming by, through or under Landlord or the Port Authority, from and against all loss, cost and expense (including, without limitation, attorney's fees) of whatever nature suffered or incurred by Landlord or the Port Authority on account of the use on the Premises, or the release or discharge from the Premises, of Hazardous Substances, including, without limitation, any claims, costs, losses, liabilities and expenses arising from the violation (or claimed violation) of any environmental laws or the institution of any action by any party against Tenant, Landlord or the Port Authority, based upon nuisance, negligence or other tort theory alleging liability due to the improper generation, storage, disposal, removal, transportation or treatment of Hazardous Substances or the imposition of a lien on any part of the Retail Area, the Common Area or the Terminal under the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq., as amended ("CERCLA"), or any other federal, state or local laws pursuant to which a lien may be imposed due to the existence of Hazardous Substances. Tenant further unconditionally, absolutely and irrevocably guarantees the payment of any fees and expenses incurred by Landlord or the Port Authority in enforcing or seeking enforcement of the liability of Tenant under this indemnification.

For the purposes of this Section, "Hazardous Substances" shall mean and include, but shall not be limited to, any element, substance, compound or mixture, including disease-causing agents, which after release into the environment or work place and upon exposure, ingestion, inhalation or assimilation into any organism, either directly or indirectly, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction or physical deformations in such organisms or their offspring, and all hazardous and toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), or any other similar substances, or materials which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, CERCLA and regulations adopted pursuant to such Act, the Toxic Substances Control Act of 1976, as heretofore or currently in effect ("TSCA") and the Resource Conservation and Recovery Act of 1976, as heretofore or currently in effect ("RCRA").

Section 8.5 Street Pricing.

(a) Tenant shall offer all items for sale at the Premises at prices not to exceed "Street Prices", which shall be defined as follows:

(i) If Tenant conducts a similar business in off-airport locations in the Greater New York City – Northern New Jersey Metropolitan Area (the "Metro Area"), "Street Prices" shall mean the price regularly charged by Tenant for the same or similar item in the Metro Area;

(ii) If Tenant does not conduct a similar business in off-airport locations 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; and

(iii) If neither Tenant nor other similar retailers sell a particular item in the Metro Area, "Street Prices" shall mean the price regularly charged by 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.

(b) Tenant shall post and maintain one or more notices in form and substance satisfactory to Landlord and the Port Authority, in a location approved by Landlord and the Port Authority, to the effect that Tenant guarantees that it subscribes to the "Street Pricing" policy set out in subsection (a) above, such notice to be clearly visible and unobstructed. In the event Landlord adopts a standard sign and/or standard language setting forth such information, Tenant agrees to use the standard signage and/or language, to be posted in locations approved by Landlord.

(c) Tenant agrees that upon Landlord's request it will provide a list of the prices of each item offered or to be offered at the Premises, as well as any other information reasonably requested by Landlord in order to assure Tenant's compliance with the provisions of this Section 8.5.

(d) Tenant shall offer a "money back guarantee" of its Street Prices, which means that it will promptly refund the price of any item purchased at the Premises by any customer who can establish that the price charged for such item exceeded the "Street Price" for such item as provided in Section 8.5.

(e) As a means of implementing the Port Authority's street pricing policy and enforcing the provisions of Section 8.5(a) Landlord may, at its sole discretion, levy "fines" of up to $1,000 per day on any tenant who fails to comply with any of the provisions of this Section 8.5 within 24 hours of receipt of any demand to do so from Landlord. Tenant agrees to pay, as Additional Rent, any such "fine" as may be levied upon it by Landlord. Landlord and Tenant agree and acknowledge that it is impossible to calculate the damages to Landlord and to the Landlord's retail program at the Airport in the event Tenant fails to comply with the Street-Pricing Policy set forth in this Section. The parties hereby agree that the fines referenced above are intended by the parties to represent liquidated monetary damages and are not intended as a penalty. To the extent such fines exceed the maximum amount permitted to be collected under applicable law, this Section shall be deemed to require only as much as may be permitted in accordance with applicable law. Landlord's rights under this Section shall be in addition to any other rights Landlord may have following an Event of Default.

Section 8.6 Approved Menus.

Tenant has provided Landlord with complete menus of all items to be served at each location at the Premises, including the times of day which each item is to be offered. Such menus are attached hereto as **Schedule I**. Tenant shall not change the items offered for sale at the Premises without obtaining the prior written approval of Landlord, which approval shall not be unreasonably withheld or delayed provided the substitute items are consistent with the quality and theme of the particular restaurant location at the Premises.

Section 8.7 Employee Training.

Tenant will properly train all of its employees in the proper operation of its business (including, if applicable, proper food handling procedures), the compliance with any applicable laws and regulations and the provisions of this lease, and the provision of good service to customers. In the event that Landlord initiates one or more customer service programs for employees of tenants in the Retail Area, Tenant will fully participate (and cause its employees to participate) in such programs and will pay to Landlord its share of such costs. Tenant's share will be paid to Landlord in accordance with the provisions of Section 6.1, except that Landlord may allocate the costs of any such program among tenants in the Retail Area in any manner which it deems appropriate, rather than in accordance with each tenant's Proportionate Share.

Section 8.8 Radius Restriction. [Intentionally Deleted]

ARTICLE 9
REPAIRS AND ALTERATIONS

Section 9.1 Repairs To Be Made By Landlord.

Landlord agrees to keep in good order, condition and repair the Retail Common Areas (except any condition caused by any act, omission or neglect of Tenant or any contractor of Tenant or any party for whose conduct Tenant is responsible) except as provided in Article 12 and except as such areas may be affected by the ongoing construction at the Terminal. Without limitation, Landlord shall not be responsible to make any improvements or repairs other than as expressly provided in this Section, and Landlord shall not be liable for any

failure to make such repairs unless Tenant has given notice to Landlord of the need to make such repairs and Landlord has failed to commence to make such repairs within a reasonable time thereafter.

Section 9.2 **Repairs To Be Made By Tenant.**

All repairs to the Premises or any installations, equipment or facilities therein, other than those repairs required to be made by Landlord pursuant to Section 9.1 hereof or Article 12 hereof, shall be made by Tenant at its expense, using contractors approved by the Landlord. Without limiting the generality of the foregoing, Tenant will keep the interior of the Premises, together with all electrical, plumbing, HVAC and all other mechanical systems serving the Premises, and all plate glass windows, walls, floors, ceilings, partitions and doors, in good order, condition and repair and will make all replacements thereto from time to time required at its expense; and will surrender the Premises at the expiration of the Term or at such other time as it may vacate the Premises in as good condition as when received, excepting only ordinary wear and tear (but not obsolescence). Tenant will not overload the electrical wiring serving the Premises or within the Premises, and will install at its expense, subject to the provisions of Section 9.4, any additional electrical wiring which may be required in connection with Tenant's apparatus. Tenant shall obtain and maintain throughout the Term, at its sole expense, a repair and maintenance agreement for the HVAC system serving the Premises. Tenant shall provide Landlord with a copy of such repair and maintenance agreement within ten (10) days of the Commencement Date.

Section 9.3 Damage to Premises.

Tenant will repair promptly, at its expense, any damage to the Premises and, upon demand, shall reimburse Landlord, as Additional Rental, for the cost of the repair of any damage elsewhere in the Retail Area, Common Areas or the Terminal caused by Tenant, its agents, employees or contractors or by bringing into the Premises any property for Tenant's use, or by the installation or removal of such property, regardless of fault or by whom such damage shall be caused (unless caused by Landlord, its agents, employees, or contractors).

In the event Tenant fails to commence to maintain, clean, repair, replace or paint the Premises within a period of five (5) days after notice from Landlord or the Port Authority that the condition of the Premises does not meet the requirements set out in this Sublease, or fails diligently to continue to completion the repair, replacement, rebuilding or painting of all of the Premises required to be repaired, replaced, rebuilt or painted by Tenant under the terms of this Sublease, Landlord or the Port Authority may, at its option, exercise self help rights provided in Section 16.10 and in addition to any other remedies which may be available to it, maintain, repair, replace, rebuild or paint all or any part of the Premises included in the said notice, and the cost thereof shall be payable by Tenant as Additional Rental.

Section 9.4 Alterations by Tenant.

Tenant will not make any alterations, renovations, improvements or other installations in, on, or to the Premises or any part thereof (including, without limitation, any alterations of the storefront or signs, structural alterations, or any cutting or drilling into any part of the Premises or any securing of any fixture, apparatus, or equipment of any kind to any part of the Premises) until Tenant shall have received Landlord's and the Port Authority's prior written approval. Any such approved alterations, additions or improvements shall: (i) be in accordance with complete plans and specifications approved in advance by Landlord and the Port Authority; (ii) be made by contractors or mechanics approved by Landlord; (iii) be in compliance with all applicable codes and rules, regulations, and all procedures and requirements of Landlord and the Port Authority including the requirements of Section 7.2, Section 7.5 and **Schedule B;** (iv) be made at Tenant's sole expense and at such times (specifically excluding peak travel times) and in such manner as Landlord may from time to time designate without interference with or disruption of the operations of tenants or other occupants of the Retail Area; (v) become part of the Premises and the property of Landlord; and (vi) be made in compliance with and all contractors performing work on the Premises (and subcontractors thereof, at any tier of construction) shall comply with those requirements set forth in **Schedule D** and **Schedule E** and Tenant shall include and require its contractors (and subcontractors thereof at any tier of construction) to include in its construction contracts as direct obligations of the parties to such contracts, the requirements set forth on **Schedule E**. Tenant shall pay Landlord or Landlord's Contractor for the reasonable costs of review of the plans and specifications for such alterations, renovations, additions or improvements, and general supervision of Tenant's construction work.

Section 9.5 Changes and Additions to Retail Area.

(a) Landlord reserves the right at any time and from time to time, without the same constituting breach of Landlord's covenant of quiet enjoyment (express or implied) or an actual or constructive eviction, and without incurring any liability to Tenant or otherwise affecting Tenant's obligations under this Sublease: to make such changes, alterations, improvements, repairs or replacements in or to the Retail Area (including the Retail Common Areas) and the fixtures and equipment thereof, and in or to other areas of the Terminal, as Landlord may deem necessary or desirable in connection with the remodeling, reconstruction, redevelopment, redesigning or expansion of the Retail Area or otherwise, and in connection therewith, to change the arrangement and/or location of entrances or passageways, parking areas, doors and doorways, access ramps, corridors, elevators, escalators or other public parts of the Retail Area, Retail Common Areas or the Terminal; to make additions, alterations, and modifications to and rearrangements and reductions of the Retail Area, including the Retail Common Areas; to change the dimensions and types of stores; to convert Retail Common Areas into leasable areas; and to expand the size of the Retail Area by acquiring or making available additional area in the Terminal; provided, however, that no such changes shall permanently deny reasonable access to and egress from the Premises.

(b) Tenant acknowledges that Landlord or the Port Authority may, as of the date hereof or anytime hereafter, make improvements to the Retail Area or the Terminal, and that such improvements may require substantial construction work in the Retail Area during normal business hours, which may disrupt Tenant's business operations and create noise, dust and other concomitants of construction work. Tenant agrees that it shall have no right whatsoever to any abatement of Rental or other compensation or to any claim of breach of Landlord's covenant of quiet enjoyment (express or implied) or an actual or constructive eviction or for loss of business or inconvenience, or in any event for consequential damages on account of any such construction work, and without incurring any liability to Tenant or otherwise affecting Tenant's obligations under this Sublease. Without limiting the generality of the foregoing: Landlord or the Port Authority may enter the Premises for any of the purposes in this Sublease authorized, or for repairing, altering, remodeling, reconstructing, redeveloping, or expanding any portion of the Retail Area or the Terminal; Landlord or the Port Authority may stop or interrupt any service or utility system, when necessary by reason of accident or emergency or construction work until the necessity for said interruption or stoppage has ended; Landlord or the Port Authority may temporarily or permanently close, alter, change, modify and/or relocate any entrances, passageways, doors and doorways, corridors, elevators, escalators or other parts of the Retail Area, Common Areas or the Terminal; and Landlord or the Port Authority may at any time and from time to time to make such changes, alterations, additions, improvements, repairs or replacements in or to the Retail Area (including the Premises and Common Areas) and the fixtures and equipment thereof and the Terminal, as well as in or to the entrances, passages, elevators, escalators, and stairways thereof, as it may deem necessary or desirable, and to change the arrangement and/or location or entrances, passageways, doors and doorways, and corridors, elevators, stairs, toilets, or other public parts of the Retail Area, Common Areas or the Terminal.

Section 9.6 Management and Operation of Common Areas.

Landlord will operate and maintain or will cause to be operated and maintained the Retail Common Areas in a manner deemed by Landlord to be reasonable and appropriate and in the best interests of the Retail Area. Landlord will have the right (i) to establish, modify and enforce reasonable rules and regulations with respect to the Common Areas; (ii) to enter into, modify and terminate agreements pertaining to the use and maintenance of the Common Areas; (iii) to close all or any portion of the Common Areas from time to time; and (iv) to do and perform such other acts in and to the Common Areas as Landlord shall determine to be advisable.

ARTICLE 10
UTILITIES

Section 10.1 Utilities.

Except as expressly provided in this Article 10, Tenant shall be responsible for arranging for the provision of all utility services directly with the supplier and Tenant shall make payment for any such services directly to the supplier. Landlord shall have no obligation to provide any services of any nature whatsoever to Tenant or to, in or for the benefit of the Premises, or to observe or perform any obligations of Landlord under this Sublease in any case where any services, or obligations are required under the Prime Lease to be provided, performed or observed by the Port Authority for the benefit of Landlord with respect to the Premises. Landlord shall not be responsible in any

way whatsoever for the quality, impairment, interruption or stoppage of utilities (except water and sewer services required to be provided under Section 10.3) and Tenant agrees to look solely and directly to the Port Authority (or the utility supplier, as applicable) for the furnishing of any such utilities. Tenant shall have no claim against Landlord for any such default by the Port Authority under the Prime Lease. Tenant shall be solely responsible for the operation of all equipment, systems, piping, tie-ins, utilities, lines and connections, mechanical, electrical, communication and other systems located within the Premises and shall perform, in accordance with the provisions of Section 9.4, all preventative maintenance, repairs, replacements and rebuilding of such systems.

Tenant shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of any drainage and sewerage system, water system, ventilation, air-conditioning and heating systems, communications system, elevators and escalators, electrical system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses and other utility and other systems, if any, installed or located on, under, in or adjacent to the Premises now or in the future.

Section 10.2 Electricity.

Tenant shall purchase, in reasonable quantity, electricity directly from the Port Authority at the same charge which would be made by the public utility supplying electricity to the Terminal based on the quantity used solely by Tenant (among other factors or conditions that would be applied by the public utility in determining such charge) but in no event less than the amount which would reimburse the Port Authority for its cost of obtaining and supplying electricity to Tenant.

The Port Authority may separately meter (or require Tenant to separately meter) the Premises for the purposes of measuring Tenant's usage, however, in the event that the Premises are not separately metered or the meter is, for any reason, unable to record Tenant's usage during any period, Tenant's usage for that period will be determined based on Landlord's (or the Port Authority's) reasonable estimate of Tenant's actual use for the applicable period.

Tenant shall be solely responsible for making all connections and tie-ins to the electrical service at the point designated by the Port Authority. In addition, Tenant shall be solely responsible for transforming and distributing the electricity so supplied throughout the Premises, as appropriate to Tenant's requirements. The Port Authority may discontinue such service by giving notice to Tenant fifteen (15) days prior to such discontinuance. Tenant shall, following the discontinuance, be responsible for acquiring electrical service directly from the public utility.

Payment shall be made (by check payable to the Port Authority) by Tenant to the Port Authority (or otherwise as directed by the Port Authority) at the Address for Payment of Electric and Water Charges set forth in Section 1.1, within ten days of receipt by Tenant of a bill for such services. Any failure on the part of Tenant to make such payment shall be a breach or default under this Sublease with the same effect as a failure to pay Rental and shall be considered an Event of Default entitling Landlord to terminate this Sublease and the Port Authority to withdraw or revoke its consent to this Sublease and to cause its termination for cause.

Section 10.3 Water and Sewer.

Tenant shall purchase domestic cold water and sewerage services from the Port Authority for use at the Premises in reasonable quantities at a rate equal to be determined by the Port Authority. The Tenant will separately meter the Premises for the purpose of measuring Tenant's water consumption, however, in the event the Premises are not separately metered or the meter, for whatever reason, is unable to record Tenant's consumption during any period, Tenant's consumption for that period will be determined based on the Port Authority's reasonable estimate of Tenant's actual consumption for the applicable period.

Section 10.4 Heat and Air Cooling.

Pursuant to the terms of the Prime Lease, the Port Authority has agreed to heat the Premises to an even and comfortable working temperature from October 1 through April 30 on such days and during such hours as the Terminal and the Premises are open for the conduct of retail business serving the public and to furnish air-cooling sufficient to maintain the Premises (except for storage and locker room areas) at a comfortable temperature from May 1 through September 30 on such days and during such hours as the Terminal and the Premises are open for the

conduct of retail business serving the public. Such air-cooling shall be furnished subject to the terms of the Prime Lease and in accordance with the following:

(a) If the air-cooling on the Premises can be controlled by mechanisms within the Premises or portions thereof, Tenant shall shut off the air-cooling before closing and leaving any particular portion of the Premises at any time for any period. Landlord or Port Authority shall have the right to enter the Premises for the purpose of observing Tenant's compliance with the provisions hereof and Landlord or Port Authority may, at Tenant's expense, lock, seal or install any timing device on or in connection with any air-cooling control mechanism so as to provide that each portion of the Premises shall only be air-cooled during the hours and days stipulated hereunder;

(b) If Tenant, in accordance with this Sublease, erects any partitions or makes any improvements, which partitions or improvements stop, hinder, obstruct or interfere with the cooling of the air or the heating of the Premises, then Tenant shall be responsible for installing supplementary heating or cooling capacity at its expense. No such action by Tenant shall impose any obligation on the Landlord or Port Authority to install facilities, fixtures or equipment for air-cooling or for heating additional to those presently existing or presently contemplated or to increase the capacity or output of existing or presently contemplated facilities, equipment or fixtures and Tenant shall not in any such event be relieved of any of its obligations hereunder because a comfortable temperature is not maintained. No approval given by Landlord or the Port Authority to the erection of partitions or the making of any improvements shall be or be deemed to be a representation that the work approved of will not stop, hinder, obstruct or interfere with either the cooling of the air or the heating of the Premises or any portion thereof;

(c) Tenant shall not waste or dissipate the air-cooling or heating service by any act or omission including but not limited to the permitting of outside doors or windows to remain open. Without otherwise affecting any rights or remedies in the event of any breach by Tenant of its obligations under this Section 10.4, the Port Authority shall have the right to discontinue the heating or air-cooling service during any period of such waste or dissipation and any failure of the Port Authority to supply any such service under such conditions shall not affect any of Tenant's obligations under this Sublease. It is hereby understood further that the installation by Tenant of any equipment which itself requires air-cooling or which requires additional quantities of air-cooling or which requires additional quantities of air-cooling at the portion of the Premises where such equipment is installed, or the concentration in any portion of the Premises of such a number of people so as to require additional quantities of air-cooling, shall not impose any obligation on the Port Authority to increase the capacity or output of initially existing facilities, equipment or fixtures for the supply of chilled water and Tenant shall not in any such event be relieved of any of its obligations hereunder; and

(d) The Port Authority may at its option furnish the air-cooling either in whole or partially by installing complete units on the Premises and no such installation on the Premises shall be construed to be an eviction of Tenant or shall be grounds for any diminution or abatement of the Rental payable hereunder.

Section 10.5 Government Regulation.

If any federal, state, municipal or other governmental body, authority or agency or any public utility assesses, levies, imposes, makes or increases any charge, fee or rent on the Port Authority for any service, system or utility now or in the future supplied to or available to the Premises (including but not limited to any sewer rent or charge for the use of sewer systems), Tenant shall, at the option of the Port Authority exercised at any time and from time to time by notice to Tenant, pay, in accordance with the said notice, such charge, fee or rent or increase thereof (or the portion thereof allocated by the Port Authority to the Premises or the operations therein) either directly to the governmental body, authority or agency or to the public utility or directly to the Port Authority.

Section 10.6 Trash and Garbage Removal.

Tenant shall be solely responsible, at Tenant's expense, for removal of trash, garbage, debris and other waste material from the Premises, on a daily basis, in a manner approved by Landlord unless the Landlord elects to provide such services. Tenant shall contract with the Port Authority's disposal contractor at the Terminal for the disposal of its trash, garbage, debris and other waste material. In the event Landlord elects to provide such services, the Landlord's costs of providing such services shall be included in Landlord's Operating Costs in accordance with the provisions of Section 6.2 and Tenant shall pay to Landlord the Tenant's Proportionate Share of such costs in accordance with the provisions of Section 6.1. All trash, garbage and debris, while on the Premises, shall be

temporarily stored in suitable waste receptacles, made of metal or other suitable material, with tight-fitting covers, sufficient to safely store whatever is to be contained therein as determined by the Landlord.

Section 10.7 Cleaning Services.

Tenant shall, at its expense, provide the Premises (including, without limitation, exterior plate glass, exterior doors and framing, exterior wall, exterior signs and the service entrance) with those janitorial, window cleaning, pest and vermin control, waste removal, repainting and other services required to maintain the Premises in a clean, sanitary, safe, and attractive condition in accordance with the standards of first class, upscale retail establishments, but in any event not less than the standards of the Retail Area. In the event that either Landlord or the Port Authority provide pest and vermin control services for the Premises and other locations within the Retail Area, Tenant will reimburse Landlord for the cost of providing such services to the Premises; Tenant shall supplement such services if necessary in order to keep the Premises free from pests and vermin.

Section 10.8 Discontinuance and Interruptions of Services.

Neither Landlord nor the Port Authority shall be liable to Tenant in damages or otherwise (i) if any utility shall become unavailable from the Port Authority or from any public utility company, public authority or any other person or entity supplying or distributing such utility, or (ii) for any interruption in any service hereunder (including, without limitation, any heating, ventilation or air-conditioning) caused by the making of any necessary repairs or improvements or by any cause beyond the reasonable control of Landlord (or the Port Authority, as the case may be), and the same shall not constitute a termination of this Sublease or an eviction of Tenant. In no event shall Port Authority or Landlord be liable to Tenant for indirect or consequential damages.

The Port Authority is under no obligation to supply services if and to the extent and during any period that the supplying of any such service or the use of any necessary component shall be prohibited or rationed by any federal, state or municipal law, rule, regulation, requirement, order or direction and if the Port Authority deems it in the public interest to comply therewith even though such law, rule, regulation, requirement, order or direction may not be mandatory on the Port Authority as a public agency. The Port Authority is not obligated to perform or furnish (and may cease performance of) any service whatsoever in connection with the Premises at any time while Tenant wastes any such services (or Landlord wastes any services to it under the Prime Lease) or is in default under this Sublease (or Landlord is in default under the Prime Lease.)

Section 10.9 Deliveries.

Tenant shall, at Tenant's sole cost and expense, make deliveries in a timely manner, to a designated area in accordance with the Landlord's rules and regulations. Landlord may, at its option, provide receiving and delivery services to tenants in the Retail Area. In such event Tenant shall use such service for all of its deliveries to the Terminal and the Premises, and the cost of providing such services shall be included in the Landlord's Operating Costs in accordance with the provisions of Section 6.2 and Tenant shall pay its Proportionate Share of such cost in accordance with the provisions of Section 6.1.

In the event that Landlord determines that allocating the cost of receiving and the delivery service in accordance with Tenant's Proportionate Share, would not be an equitable manner in which to allocate such costs, the Landlord, in its sole discretion, may make an allocation of such costs and Tenant agrees to pay its share, as determined by Landlord. Landlord will upon request provide Tenant with Landlord's basis for such allocation, in reasonable detail.

ARTICLE 11
INDEMNITY AND INSURANCE

Section 11.1 Indemnity by Tenant.

To the maximum extent permitted by law, Tenant shall indemnify and save harmless Landlord, the directors, officers, agents and employees of Landlord, and those in privity of estate with Landlord, and the Port Authority, the commissioners, employees, representatives, directors and officers of the Port Authority from and against all claims, expenses (including, without limitation, attorney's fees) or liability of whatever nature: (i) arising from any default, act omission or negligence of Tenant, or Tenant's contractors, licensees, agents, servants or

employees, or the failure of Tenant or such persons to comply with any rule, order, regulation or lawful direction now or hereafter in force of any public authority, in each case to the extent the same are related, directly or indirectly, to the Premises or Tenant's use thereof; or (ii) arising, directly or indirectly, from any accident, injury or damage, however caused, to any person or property on or about the Premises; or (iii) arising directly or indirectly, out of default by Tenant under any of the terms or covenants of this Sublease, or in connection with any mechanical, electrical, plumbing, or any other equipment or installations that are to be maintained or repaired by Tenant; or (iv) arising from any accident, injury or damage to any person or property occurring outside of the Premises but within the Terminal or the general area of the Terminal, where such accident, injury or damage results, or is claimed to have resulted from, any act, omission or negligence on the part of Tenant, or Tenant's contractors, licensees, agents, servants or employees or customers, or anyone claiming by, through or under Tenant.

Without limiting the generality of this Section 11.1, Tenant agrees to indemnify Landlord and save it harmless from and against all claims relating to the sale of beer, wine and other alcoholic beverages in the Premises and arising from (1) any act, omission or negligence of Tenant, or Tenant's contractors, licensees, agents, servants or employees, or (2) any accident, injury or damage whatsoever caused to any person or to the property of any person occurring from and after the Commencement Date and until the end of the Term hereof, whether such accident, injury or damage occurs within the Premises, the Retail Area, the Common Areas, the Terminal, or otherwise. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses (including, without limitation, reasonable attorneys' fees) and liabilities incurred in or in connection with any such claim, or any action or proceeding brought thereon. If any action or proceeding be brought against Landlord by reason of any such claim, Tenant upon notice from Landlord shall at Tenant's expense resist or defend such action or proceeding and employ counsel therefor acceptable to Landlord.

Notwithstanding the foregoing, Tenant shall not be obligated to indemnify Landlord from any claims, expenses or liability of whatever nature arising from any gross negligence or intentional misconduct of the Landlord, its agents, employees, contractors, servants and licensees. The immediately preceding sentence shall not apply to the New York Port Authority in the event that the New York Port Authority succeeds to the interest of Landlord under this Lease, whether by assignment, assumption or otherwise.

The provisions of this Section 11.1 shall survive the expiration or termination of this Agreement.

Section 11.2 **Landlord Not Responsible for Acts of Others.**

Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned by or through the acts or omissions of the Port Authority or of persons occupying space adjoining the Premises or any other part of the Retail Area, or, to the maximum extent permitted by law, for any loss or damage resulting to Tenant, or those claiming by, through or under Tenant, or its or their property, from the breaking, bursting, stoppage or leaking of electrical cable and wires, and water, gas, sewer or steam pipes. To the maximum extent permitted by law, Tenant agrees to use and occupy the Premises, and to use such other portions of the Retail Common Areas and Retail Area, as Tenant is herein given the right to use, at Tenant's own risk.

Section 11.3 **Tenant's Insurance.**

At all times after the execution of this Sublease, Tenant will take out and keep in force, at its expense Tenant's Required Insurance Coverage specified in Section 1.1, specifically including but not limited to:

(a) commercial general liability insurance, written on an occurrence basis and including contractual liability coverage to cover any liabilities assumed under this Sublease, insuring against all claims for injury to or death of persons or damage to property on or about the Premises; the limit of such public liability coverage shall be not less than the limit specified in Section 1.1;

(b) all-risk property insurance, written at replacement cost value and with an agreed amount endorsement, covering all of the leasehold improvements and Tenant's personal property in the Premises (including, without limitation, inventory, trade fixtures, floor coverings, furniture and other property removable by Tenant under the provisions of this Sublease);

(c) if and to the extent required by law, worker's compensation or similar insurance with limits and additional coverage as described in Section 1.1;

(d) if requested by Landlord, business interruption insurance, rent insurance, sprinkler damage insurance, and such other types of insurance coverages and amounts as the Landlord may reasonably require, such amounts to be consistent with other major airports in North America, or as the Port Authority may require, in its sole and absolute discretion; and

(e) if the Permitted Use allows for the sale of alcoholic beverages, Tenant agrees to maintain Tenant's Additional Required Insurance specified in Section 1.1 hereof. Notwithstanding the foregoing, Landlord reserves the right upon thirty (30) day's notice to Tenant to require that it increase the coverage limits on such insurance. The foregoing insurance shall be in compliance with the requirements of this Article 11 and shall insure against all claims, demands or actions for injury to, or death of, one or more persons in one or more accidents, and for damage to property, as well as for damages due to time loss or means of support; so that at all times Landlord and the Port Authority will be fully and completely protected against any claims that may arise by reason of the dispensing of beer, wine and other alcoholic beverages in the Premises.

Tenant shall deliver certified copies of the policies and/or certificates of insurance evidencing such coverage, as well as evidence of payment of all premiums thereof, within thirty (30) days of the execution of this Sublease.

Section 11.4 **Tenant's Contractor's Insurance.**

Tenant shall require any contractor of Tenant performing work on the Premises to take out and keep in force, at no expense to Landlord, the insurance coverages set out in **Schedule B**, attached hereto.

Section 11.5 **Landlord's Insurance.**

Landlord shall take out and keep in force all insurance required pursuant to the terms of the Prime Lease, as amended from time to time, to be maintained by Landlord.

Section 11.6 **Policy Requirements.**

The company or companies writing any insurance which Tenant is required to take out and maintain or cause to be taken out or maintained pursuant to Section 11.3 and Section 11.4 hereof as well as the form of such insurance shall at all times be subject to Landlord's and the Port Authority's approval and any such company or companies shall be licensed to do business in New York. Each policy evidencing insurance required in Section 11.3(a) and Section 11.3(e) shall name Landlord (including MarketPlace LaGuardia Limited Partnership and MarketPlace LaGuardia, Inc.), the Port Authority, and such persons as are in privity of estate with Landlord (as may be set forth in a notice given from time to time by Landlord) and Tenant are named as additional insureds (collectively, "Insured Parties"), as their respective interests appear, each with the same effect as if separately insured and shall also contain a provision by which the insurer agrees that such policy shall not be canceled except after thirty (30) days' written notice to Landlord, the Port Authority, and any person in privity of estate with Landlord. As provided in the preceding sentence, Tenant agrees to name the following entities as additional insureds on its insurance policies: MarketPlace Development, Inc., MarketPlace Development Limited Partnership, MarketPlace LaGuardia, Inc., MarketPlace LaGuardia Limited Partnership, New England Development, Inc., NED Management, L.P., WellsPark Group, L.P., Fleet National Bank, and The Port Authority of New York and New Jersey. Each such policy, or a certificate thereof, shall be deposited with Landlord by Tenant promptly upon commencement of Tenant's obligation to procure the same. If Tenant shall fail to perform any of its obligations under Section 11.3 or Section 11.4, then in addition to any other right or remedy of Landlord, Landlord may perform the same and the cost thereof shall be deemed Additional Rental and shall be payable upon Landlord's demand. In the event Tenant carries limits of insurance higher than those required under the terms of this Sublease, such higher limits shall be applicable to the Insured Parties in addition to Tenant.

In the defense of any claim, demand, expense or liability which is to be covered under insurance policies by Tenant as described in this Sublease (even if such claim, demand, expense or liability is groundless, false or fraudulent), Tenant agrees on its own behalf, and shall cause its insurers to agree, not to, 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.

Section 11.7 Increase in Insurance Premiums.

Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will contravene Landlord's policies of hazard or liability insurance or which will prevent Landlord from procuring such policies with companies acceptable to Landlord. If anything done, omitted to be done or suffered by Tenant to be kept in, upon or about the Premises shall cause the rate of fire or other insurance on the Premises or on other property of Landlord or of others within the Retail Area to be increased beyond the minimum rate from time to time applicable to the Premises or to any such property for the use or uses made thereof, Tenant will pay, as Additional Rental, the amount of any such increase upon demand.

Section 11.8 Waiver of Right of Recovery.

Insofar as, and to the extent that, the following provision may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in New York (even though extra premium may result therefrom), Landlord and Tenant mutually agree that, with respect to any hazard which is covered by insurance then being carried by them (or required under the terms of this Sublease to be covered by them), respectively, the one carrying (or required hereunder to carry) such insurance and suffering such loss releases the other of and from any and all claims with respect to such loss; and they further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof. If the release of either party provided above shall contravene any law with respect to exculpatory agreements, the liability of the party for whose benefit such release was intended shall remain but shall be secondary to that of the other party's insurer.

ARTICLE 12
DAMAGE AND DESTRUCTION

Section 12.1 Casualty.

In the event the Premises are damaged or destroyed, as a result of fire or other casualty (without fault on the part of Tenant, its employees, officers, guests, invitees, contractors or persons doing business with Tenant) Landlord may, at its election, repair such damage or terminate the Sublease, with respect to all or any portion of the Premises.

In the event the Sublease or the Prime Lease is terminated as a result of any fire or other casualty this Sublease shall expire as of the effective termination date in such notice of termination.

In the event Landlord elects to rebuild or repair any or all of the Premises, Tenant shall be obligated to rebuild, repair and/or replace the leasehold improvements in the Premises (including those items set forth on **Schedule B** hereof), at Tenant's expense, to substantially the same condition as the prior to such casualty.

Section 12.2 Condemnation.

If the Premises (or any portion thereof), or twenty-five percent (25%) or more of the Terminal shall be taken by condemnation or right of eminent domain or any other action or proceeding by any governmental agency, or by the Port Authority under applicable provisions of the Prime Lease, Landlord shall have the right to terminate this Sublease, by written notice, with respect to all or any portion of the Premises. Such termination shall be effective as of the date specified in such notice. Tenant hereby agrees to deliver such portion of the Premises, as requested, on the date specified in such notice.

In the event the Sublease is terminated with respect to any portion of the Premises, Tenant shall, at Tenant's cost, restore the remainder of the Premises, as nearly as practicable, to its condition prior to such condemnation or taking.

Landlord shall have and Tenant hereby grants and assigns to Landlord, all rights to recover for damages to the Premises and the Terminal and the leasehold interest hereby created, and to compensation accrued or to accrue

by reason of such taking or damages. Tenant covenants to deliver such further assignments and assurances of such assignment as Landlord may from time to time request.

Tenant shall not assert any claim to any compensation, award or part thereof against Landlord, the condemning authority or the Port Authority as a result of any condemnation, Tenant hereby acknowledging that Landlord and the Port Authority shall be entitled to all awards made or to be made and all consideration of Rental free of any claim of right of the Subtenant. Nothing herein shall limit Tenant's right to prosecute in any condemnation proceedings, a claim for the value of any of Tenant's trade fixtures installed in the Premises by Tenant, at Tenant's expense, or for relocation expenses provided that such action shall not effect the amount of compensation otherwise recoverable hereunder by Landlord or the Port Authority from the taking authority.

No taking or conveyance pursuant to this Section 12.2 shall be or be construed as an eviction of Tenant or a breach of this Sublease and Tenant shall have no basis for any claim against Landlord or the Port Authority for damages, consequential or otherwise.

ARTICLE 13
ASSIGNMENT AND SUBLETTING

Section 13.1 Assignment and Subletting Prohibited.

Tenant will not assign this Sublease, in whole or in part, nor sublet all or any part of the Premises, nor license concessions or sublease departments therein, nor grant leasehold mortgages or collateral assignments affecting this Sublease, without first obtaining the written consent of Landlord and the Port Authority. This prohibition includes any subletting or assignment which would otherwise occur by operation of law, merger, consolidation, reorganization, transfer or other change of Tenant's corporate or proprietary structure, or an assignment or subletting to or by a receiver or trustee in any Federal or state bankruptcy, insolvency, or other proceedings. Consent by Landlord or the Port Authority to any assignment or subletting shall not constitute a waiver of the requirement for such consent to any subsequent assignment or subletting.

Section 13.2 Transfer of Corporate Shares.

If Tenant (or Tenant's Guarantor) is a corporation (other than a corporation the outstanding voting stock of which is listed on a "national securities exchange", as defined in the Securities Exchange Act of 1934), partnership, business trust or other entity having transferable shares or interests, and if at any time after execution of this Sublease a transfer of ten percent (10%) or more of the shares or interests of Tenant (or Tenant's Guarantor) entity by sale, assignment, bequest, inheritance, operation of law or other disposition (including such a transfer to or by a receiver or trustee in Federal or state bankruptcy, insolvency, or other proceedings) shall be deemed to be an assignment of this Sublease. Tenant agrees to give Landlord written notice of such proposed event and a request for Landlord's approval, at least thirty (30) days prior to the date of such proposed transfer.

Notwithstanding the foregoing, provided Tenant is a limited partnership, a transfer of limited partnership interests among the current Limited Partners of such limited partnership and their immediate families (*i.e.*, spouses, parents, brothers, sisters, children, grandchildren or any spouse of such parents, brother, sister child or grandchild), or a transfer of limited partnership interests by will or devise or to a trust for their benefit shall not constitute an assignment for purposes of this Sublease.

Section 13.3 Acceptance of Rent From Transferee.

The acceptance by Landlord or the Port Authority of the payment of Rental following any assignment or other transfer prohibited by this Article shall not be deemed to be a consent by Landlord or the Port Authority to any such assignment or other transfer nor shall the same be deemed to be a waiver of any right or remedy of Landlord or the Port Authority hereunder.

Section 13.4 Other Assignment and Subletting Requirements.

If pursuant to this ARTICLE 13 Landlord and the Port Authority permit Tenant to sublease all or any portion of the Premises or to assign or otherwise transfer this Sublease, Tenant shall pay to Landlord, at the times and in the manner specified by Landlord, one hundred percent (100%) of any Excess Rent (as defined below). For

purposes of this Section, the term "Excess Rent" shall mean the difference between all amounts which Tenant receives from an assignee or sublessee by virtue of an assignment or sublease pursuant to the provisions of this ARTICLE 13 and the total charges due under this Sublease for the subleased or assigned area, provided such difference is greater than zero. In any case where Landlord and the Port Authority shall consent to such assignment, other transfer or subletting, the Tenant originally named herein shall remain fully liable for Tenant obligations hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this Sublease. Tenant also hereby agrees to pay as additional rent to Landlord, within fifteen (15) days of billing therefor, all legal and other fees and administrative expenses incurred by Landlord in connection with reviewing and approving any assignment, other transfer or subletting by Tenant. It shall be a condition of the validity of any assignment or other transfer or subletting that the assignee or transferee or subtenant agree directly with Landlord, in form satisfactory to Landlord, to be bound by all Tenant obligations hereunder from and after the effective date of the assignment, transfer or sublease, including, without limitation, the obligation to pay rent and other amounts provided for under this Sublease and the covenant against further assignment or other transfer or subletting. It shall also be a condition of the validity of any assignment or other transfer or subletting that the assignee or transferee or subtenant agree in writing to the standard consent agreement of the Port Authority, which consent shall be in form satisfactory to the Port Authority.

ARTICLE 14
DEFAULT

Section 14.1 "Event of Default" Defined.

Any one or more of the following events shall constitute an "Event of Default":

(a) Tenant shall fail to pay the Rental or other charges on or before the same becomes due hereunder;

(b) Tenant shall fail to perform or observe any term or condition of this Sublease which, because of its character, would immediately jeopardize Landlord's interest (such as, but without limitation, failure to maintain public liability insurance) and such failure continues for 48 hours after notice (which may be oral) from Landlord thereof;

(c) Tenant fails to comply with any request by Landlord to conform to the requirements of Landlord's Street Pricing policy set forth in Section 8.5;

(d) Tenant ceases, suspends or significantly reduces its operations, without Landlord's prior written approval, for a substantially continuous period of twenty-four (24) hours or more;

(e) Tenant shall fail to perform or observe any other term or condition contained in this Sublease within the time specified or in the event there is no time specified for such performance, within three (3) days after notice from Landlord thereof (unless such default is of such a nature that it cannot be cured within such three-day period, in which event no Event of Default shall occur so long as Tenant shall commence the curing of the default within such three-day period and shall thereafter promptly and diligently prosecute the curing of the same);

(f) Tenant shall vacate or abandon the Premises;

(g) Tenant shall fail to take possession of the Premises within fifteen (15) days after the Premises Delivery Date, or if Tenant has taken possession of the Premises within such fifteen-day period, thereafter fails to promptly and diligently perform Tenant's Work;

(h) except as otherwise provided by applicable law, if the estate hereby created shall be taken on execution or by other process of law, or if Tenant shall be judicially declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Tenant for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Tenant's property by a court of competent jurisdiction, or if a petition shall be filed for the reorganization of Tenant under any provisions of law now or hereafter enacted, and such proceeding is not dismissed within forty-five (45) days after it is begun, or if Tenant shall file a petition for such reorganization, or for arrangements under any provisions of such laws providing a plan for a debtor to settle, satisfy or extend the time for the payment of debts;

(i) as a result of any action by Tenant (or failure to act when required), Landlord shall receive a notice of default under the Prime Lease from the Port Authority;

(j) any other event expressly identified as an "Event of Default" in this Sublease;

provided, however, that if Landlord is required hereunder to give Tenant notice of such default and Landlord shall have sent to Tenant a notice of any such default, even though such default shall have been cured and this Sublease not terminated, and during the same twelve month period in which Landlord shall have sent such notice of default to Tenant, Tenant shall thereafter during such twelve month period default in any matter ("Subsequent Default"), then such Subsequent Default shall be deemed to be an Event of Default upon Landlord giving Tenant notice thereof and Tenant shall have no grace period within which to cure such Subsequent Default.

Section 14.2 Remedies.

Upon the occurrence and continuance of an Event of Default, Landlord, without notice to Tenant in any instance (except where expressly provided for below), may do any one or more of the following:

(a) Landlord may exercise its right of self-help provided in Section 16.10.

(b) Landlord may, at any time thereafter, at Landlord's option, give written notice to Tenant stating that this Sublease and the Term shall expire and terminate on the date specified in such notice, which date shall not be less than three (3) days after the giving of such notice, whereupon this Sublease and the Term and all rights of Tenant under this Sublease shall automatically expire and terminate as if the date specified in the notice given pursuant to this Section 14.2(b) were the originally scheduled expiration date and Tenant shall immediately quit and surrender the Premises, but Tenant shall remain liable for damages as provided herein or pursuant to law. Thereupon Landlord may re-enter the Premises, by summary proceedings or otherwise, and may remove Tenant and all other persons and property from the Premises, and may store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant without resort to legal process and without Landlord being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby and without prejudice to any other remedies which Landlord may have hereunder at law or in equity.

(c) Landlord may exercise any other legal or equitable right or remedy which it may have.

(d) Landlord may decline to retake possession of the Premises and may sue for the Rental as the same becomes due or sue for the present value of the Rental to accrue under this Sublease and other damages or remedies to which Landlord may be entitled.

(e) Landlord may elect to retake possession of the Premises and, without initially reletting the Premises, sue for the present value of the Rental to accrue under this Sublease and other damages or remedies to which Landlord may be entitled.

(f) Landlord may retake possession of the Premises, relet the Premises and sue for damages. During the period of time that Landlord is trying to relet the Premises, Tenant will be liable for the full Rental. Landlord may sue from month to month for the damages which accrue in accordance with this subsection, or may sue for the present value of the total damages which will be due throughout the remaining Term in accordance with the measure of damages set forth in Section 14.3. The election of whether to sue on a month-to-month basis or for the total amount shall be at the sole option and discretion of Landlord.

(g) If Tenant vacates or abandons the Premises, Landlord shall have the right, but not the obligation, to relet the Premises for the remainder of the Term of this Sublease. Nothing herein shall be construed as in any way denying Landlord the right in the event of any breach or default under this Sublease to treat the same as an entire breach at Landlord's option and immediately sue for the entire damages occasioned thereby, including the present value of all future damages to be incurred.

(h) Landlord's re-entry or taking of possession of the Premises shall not be construed as an election to terminate this Sublease unless Landlord gives written notice of such termination. Any re-entry or taking of possession by Landlord shall not affect or diminish the ongoing obligation or liability of Tenant for all Rental and other obligations due and owing under this Sublease. Re-entry by Landlord will not obligate Landlord to mitigate

damages by reletting. Wherever in this Sublease Landlord has reserved or is granted the right of re-entry into the Premises, the use of such word is not intended, nor shall it be construed to be limited to its technical legal meaning. If Landlord re-enters, it may take possession of the Premises, remove all persons and property from the Premises and store such property at Tenant's expense or resort to legal process without being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby.

(i) Landlord may relet the Premises or any part thereof for such term or terms (which may extend beyond the Term), and at such rentals and upon such other terms and conditions as Landlord in its sole discretion deems advisable and such reletting shall not in any way relieve Tenant from the obligations and liabilities under this Sublease. Any and all amounts received upon such reletting and all rentals received by Landlord therefrom shall be applied first to any indebtedness owed by Tenant to Landlord other than Rental due hereunder, then to pay any cost and expense of reletting, including brokers' and attorneys' fees and costs of alterations and repairs, then to the Rental due hereunder; if there is any residue, it shall be applied to any deficiencies of future Rental that may become due under this Sublease. At the expiration of the Term any funds due Tenant shall then be paid. It is understood that said funds shall not draw interest while held by Landlord as security for Tenant's obligations hereunder.

(j) Notwithstanding any reletting without termination, Landlord may, at any time in the future after said reletting, elect to deem this Sublease terminated for any prior breach or default.

(k) The covenant to pay Rental and other amounts hereunder and to perform all obligations hereunder are independent covenants from the other terms and provisions of this Sublease and Tenant shall have no right to hold back, offset or fail to pay any such amounts for any alleged default by Landlord or for any other reason whatsoever.

(l) The remedies described herein are not exclusive and are cumulative, and Landlord will be entitled to any and all other remedies now or hereafter provided by law or in equity in the event of any default or breach by Tenant of the terms of this Sublease. Landlord may pursue one or more remedies against Tenant and need not elect its remedy until such time as findings of fact have been made by judge or jury, whichever is applicable, in a trial court of competent jurisdiction. To the extent permitted by law, Tenant waives any right of redemption, re-entry or repossession.

(m) Tenant acknowledges that the continued operation of business in the Premises in the manner and upon the terms set forth in this Sublease are of a special importance to the commercial viability of the Retail Area. Therefore, in the event this Sublease is not canceled and terminated upon the occurrence of the events set forth in Section 14.1(h), then Tenant, and the trustee in bankruptcy or other representative of Tenant, or, in the event of an assignment, Tenant's assignee shall, prior to the assumption of this Sublease by such representative or trustee or assignee, comply with all of the provisions of Article 13 hereof and, in addition, provide adequate assurance to Landlord: of the source of Rental and other consideration payable under this Sublease; that any Percentage Rental payable under this Sublease shall not decline substantially after the date of such assumption or assignment, as the case may be; that assumption or assignment of this Sublease will not breach any provision of the Prime Lease and will not breach substantially any provision in any other sublease, financing agreement, or master agreement relating to the Retail Area; of the continued use of the Premises in accordance with the Permitted Use only, Tenant hereby acknowledging that only in the operating of such business for the Permitted Use may Landlord be adequately assured that assumption or assignment of this Sublease will not disrupt substantially the tenant mix or balance in the Retail Area; that the quality of goods to be sold in the Premises will not decline; that the operation of the business in the Premises shall continue to be of the high standard compatible with Landlord's other tenants in the Retail Area; that Tenant's suppliers of merchandise or goods for sale in the Premises are willing to continue to furnish such merchandise and goods of the same quality and caliber as theretofore sold in the Premises, of the source of funds necessary to pay for Tenant's merchandise and goods to be sold in the Premises, all on a current basis; of the continuous operation of business in the Premises in strict accordance with the requirements of Article 4 hereof; that the design and furnishings of the Premises shall continue to be acceptable to Landlord in accordance with the terms hereof; and of such other matters as Landlord may reasonably require at the time of such assumption or assignment. The furnishing of assurances in accordance with the foregoing, or as may be directed by a court of competent jurisdiction, shall not be deemed to waive any of the covenants or obligations of Tenant set forth in this Sublease. In the event that any person assuming this Sublease, or taking the same by assignment, shall desire to make alterations to the Premises, Landlord may further require adequate assurance, by lien and completion bond, cash deposit or such other means as Landlord may approve, of the source of payment for the estimated cost of any work to be performed in connection therewith. Notwithstanding the foregoing, such alterations shall be subject in all respects to the rights

and obligations of Landlord or Tenant relating to such alterations, including, without limitation, those set forth in Article 9 hereof.

Section 14.3 **Damages.**

(a) If Landlord elects to terminate this Sublease under the provisions of Section 14.2 above, Landlord may recover from Tenant damages computed in accordance with the following formula in addition to its other remedies:

(i) the worth at the time of award of any unpaid Rental which has been earned at the time of such termination; plus

(ii) the worth at the time of award of the amount by which any unpaid Rental which would have been earned after termination until the time of award exceeds the amount of such Rental less that Tenant proves could have been reasonably avoided; plus

(iii) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Sublease or which in the ordinary course would be likely to result therefrom including, without limitation, late charges owing to the Port Authority as a result of delays caused by Tenant, the cost of repairing the Premises and reasonable attorneys' fees; plus

(iv) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable state law. Damages shall be due and payable from the date of termination. For the purposes of clauses (i) and (ii) of this Section, the "worth at the time of award" shall be computed by adding interest at the Default Rate to the past Rental due.

(b) For the purpose of this Article, "Rental" for each calendar year of the unexpired Term shall be the Rental (including Annual Fixed Minimum Rent, Annual Percentage Rental and Additional Rental) payable during the preceding year, or, if the default occurs less than one (1) year from the Commencement Date, an amount equal to one and one-half (1.5) times the average Annual Fixed Minimum Rent for the initial Term set forth in Section 1.1.

(c) In addition to the foregoing, Tenant also agrees to indemnify and save Landlord harmless from and against all reasonable expenses and attorney's fees which Landlord may incur in connection with any termination of this Sublease or reentry or repossession or the re-letting of the Premises, that Landlord may re-let the Premises, or any portion thereof, for a period which may, at Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the Term, and may grant commercially reasonable concession or free rent, and to reimburse Landlord, upon demand therefor, for the unamortized portion of (x) the costs incurred by Landlord (including, without limitation, buildout costs, construction allowance, architect's and engineer's fees, and attorney's fees for preparation and negotiation of this Sublease) in connection with the improvement and/or preparation of the Premises for occupancy by Tenant and (y) any brokerage commission incurred by Landlord with respect to this Sublease (in both cases, the unamortized portions shall be calculated as of the date of termination of the Sublease and shall include interest thereof at the Default Rate). Any suit brought to collect the amount of deficiency for any month shall not prejudice in any way the right of Landlord to collect the deficiency for any subsequent month by a similar proceeding.

(d) In the event of any default by Tenant hereunder, Tenant will reimburse Landlord for all expenses and reasonable attorneys' fees incurred by Landlord in collecting any amount due from Tenant, enforcing any obligation of Tenant hereunder, curing any default of Tenant or in obtaining possession of, or in re-letting the Premises; and Tenant shall pay all reasonable attorneys' fees and expenses arising out of any litigation in which Landlord shall become involved by reason of any default, act or failure to act, or negligence of Tenant or anyone acting under Tenant.

(e) In addition to all other remedies provided in this Sublease, Landlord shall be entitled to restrain by injunction any violation, or any attempted or threatened violation, of any of the covenants, conditions, or provisions of this Sublease.

Section 14.4 Landlord's Default.

Landlord shall in no event be in default in the performance of any of Landlord's obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days after written notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation (unless such default is of a nature that it cannot be cured within such thirty day period, in which event no default shall occur so long as Landlord shall commence the curing of the default within the thirty day period and promptly prosecute the curing of the same). In no event shall Landlord ever be liable to Tenant for indirect or consequential damages.

Further, if the Port Authority notifies Tenant that the Port Authority has assumed Landlord's rights under this Sublease, Tenant shall not assert any right to deduct the cost of repairs or any monetary claims against Landlord theretofore accrued from Rental thereafter due and payable, but shall look solely to Landlord and not the Port Authority for satisfaction of such claim.

In the event Tenant shall claim under any provision of this Sublease that Landlord has unreasonably withheld or delayed its consent or approval to some request of Tenant, Tenant shall have no claim for damages by reason of such alleged withholding or delay, and Tenant's sole remedy therefor shall be declaratory or injunctive relief, but in any event without the recovery of damages.

Section 14.5 Miscellaneous.

Nothing herein contained shall be construed as limiting or precluding the recovery by Landlord against Tenant of any sums or damages to which, in addition to the damages particularly provided above, Landlord may lawfully be entitled by reason of any default hereunder on the part of Tenant. Further, if this Sublease is guaranteed on behalf of Tenant, all of the foregoing provisions of this Article 14 with respect to bankruptcy, etc. of Tenant shall be treated as reading "Tenant or the guarantor" hereof and shall, accordingly, apply fully to any such guarantor.

ARTICLE 15
LANDLORD'S ACCESS TO THE PREMISES

Section 15.1 Landlord's Right of Access.

Landlord and the Port Authority shall have the right to enter the Premises at all reasonable hours (or at any time in the event of an emergency) for the purpose of inspecting or of making repairs, alterations or additions to the Premises, the Retail Area or the Terminal and Landlord shall also have the right to make access available at all reasonable hours to prospective purchasers of any part of the Retail Area. In addition, the Port Authority shall have all rights of access and entry reserved in Section 14 of the Prime Lease. Tenant shall not place any additional lock on or change any lock on the operational mechanism of any door of the Premises without the prior consent of Landlord.

For a period commencing three (3) months prior to the expiration of the Term, Landlord may have reasonable access to the Premises at all reasonable hours for the purpose of exhibiting the same to prospective tenants.

Section 15.2 Access During the Last Month of Term.

If during the last month of the Term, Tenant shall have removed substantially all of Tenant's property therefrom (not including property which will be owned by Landlord at the expiration of the Term), Landlord may immediately enter and alter, renovate and redecorate the Premises, without elimination or abatement of Rental, or incurring liability to Tenant for any compensation, and such acts shall have no effect upon otherwise applicable terms of this Sublease.

ARTICLE 16
MISCELLANEOUS

Section 16.1 Covenant of Quiet Enjoyment.

Subject to the terms and provisions of this Sublease and the Prime Lease and on payment of Rental and compliance with all of the terms and provisions of this Sublease, Tenant shall lawfully, peaceably and quietly have, hold, occupy and enjoy the Premises during the Term hereof, without hindrance or ejection by Landlord or by any persons lawfully claiming under Landlord; the foregoing covenant of quiet enjoyment is in lieu of any other covenant, express or implied.

Section 16.2 Brokerage.

Landlord and Tenant each warrants and represents to the other that it has dealt with no broker in connection with the consummation of this Sublease. In the event of any brokerage claims against Landlord or Tenant from any party predicated upon dealings with the other party named herein Landlord and Tenant each agree to defend the same and hold the other harmless from and indemnify the other against such claim.

Section 16.3 Notices.

Any notice, demand, request, approval, consent or other instrument which may be or is required to be given under this Sublease shall be in writing and shall be deemed to have been given when sent by telegram or mailgram, when mailed by United States registered or certified mail, return receipt requested, postage prepaid, or when received or refused, if sent by overnight courier or delivery service, addressed to Landlord or Tenant at the respective addresses set forth in Section 1.1 of this Sublease, and in the case of notices to Landlord with a copy to Landlord's Counsel set forth in Section 1.1, or to such other address or addresses as either party may designate by notice to the other in accordance with this Section.

Section 16.4 No Personal Liability of Landlord.

Tenant agrees to look solely to Landlord's then equity interest in the Retail Area and the Prime Lease for recovery of any judgment from Landlord; it being specifically agreed that neither Landlord (whether Landlord be an individual, partnership, firm, corporation, trustee or other fiduciary) nor any of the partners comprising Landlord, nor any beneficiary of any trust of which any person holding Landlord's interest is trustee nor any successor in interest to any of the foregoing shall ever be personally liable for any such judgment, or for the payment of any monetary obligation to Tenant. The covenants of Landlord contained in this Sublease shall be binding upon Landlord and Landlord's successors only with respect to breaches occurring during Landlord's and Landlord's successors' respective periods of ownership of Landlord's interest hereunder.

Section 16.5 Non-Discrimination.

Tenant herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, and this Sublease is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons on account of sex, marital status, race, color, creed, religion, national origin, ancestry, or otherwise as prohibited by law, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Premises or the Retail Area, nor shall Tenant itself, or any person claiming under or through Tenant, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Premises or the Retail Area; and that Tenant, its successors and assigns hereby agree to comply with the Nondiscrimination Requirements, as amended from time to time by the Port Authority, attached hereto as **Schedule D**.

Section 16.6 Subordination.

Tenant's rights under this Sublease are, and shall remain subject and subordinate to, all matters of public record, as they now exist or may hereafter be amended, with respect to the Retail Area.

Section 16.7 Status Report.

Recognizing that Landlord may find it necessary to establish to third parties, such as the Port Authority, accountants, banks, lenders or the like, the then-current status of performance hereunder, Tenant shall, upon the

request of Landlord from time to time, promptly furnish a statement of the status of any matter pertaining to this Sublease. Without limiting the generality of the foregoing, Tenant specifically agrees, promptly upon the commencement of the Term hereof, to acknowledge to Landlord satisfaction of any requirements with respect to construction except for such matters as Tenant may set forth specifically in said statement.

Section 16.8 Recording.

Tenant agrees not to record this Sublease, but each party hereto agrees, on the request of the other, to execute, acknowledge and deliver a Memorandum of Sublease or Short Form Sublease reasonably satisfactory in form to Landlord's attorneys. In no event shall such document set forth the Rental or other charges payable by Tenant under this Sublease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this Sublease, and is not intended to vary the terms and conditions of this Sublease. In the event of termination of this Sublease, Tenant agrees to execute a recordable instrument setting forth the fact of and date of such termination and hereby irrevocably designates and appoints Landlord as its attorney-in-fact to execute in the name of Tenant and to record such instrument.

Section 16.9 Landlord's Security Interest.

To secure the performance of Tenant's obligations under this Sublease, Tenant hereby grants to Landlord a security interest in and an express contractual lien upon all of Tenant's equipment, furniture, furnishings, appliances, goods, trade fixtures, inventory, ordinary goods, chattels and personal property which now or hereafter is brought upon the Premises by Tenant, and all after acquired property, replacements and proceeds (provided, however, that such grant of a security interest shall not be deemed effective or binding until the Port Authority has given its written consent to this Sublease.) The parties agree that this Sublease shall constitute a security agreement for purposes of the Uniform Commercial Code in effect in the state in which the Premises are located. Landlord is authorized to prepare and file financing statements covering the security described above and Tenant hereby irrevocably designates and appoints Landlord as its attorney-in-fact to execute and file in the name of Tenant any such statements. Tenant shall execute upon demand any such statements. Failure to so execute shall constitute a default under this Sublease. Upon the occurrence and continuation of any Event of Default, any and all of Tenant's obligations to Landlord secured hereby shall, at Landlord's option, be immediately due and payable without notice or demand. In addition to all rights or remedies of Landlord under this Sublease and the law, including the right to a judicial foreclosure, Landlord shall have all rights and remedies of a secured party under the Uniform Commercial Code in effect in the state in which the Premises are located. Landlord's security interest shall be subordinate to the lien or security interest of any vendor or lessor of equipment or chattels upon the Premises or of any lender taking or succeeding to a purchase money security interest thereon, and upon Tenant's written request, if no default exists hereunder, Landlord shall execute an instrument confirming such subordination. This security agreement and the security hereby created shall survive the termination of this Sublease, until all Tenant's obligations hereunder are satisfied if such termination results from Tenant's default. In the event that the Prime Lease is terminated for any reason, the security interest granted hereby shall be automatically assigned to and inure to the benefit of the Port Authority.

Section 16.10 Self-Help.

Landlord shall have the right, but shall not be required, to pay such sums or do any act which requires the expenditure of moneys which may be necessary or appropriate by reason of the failure or neglect of Tenant to perform any of the provisions of this Sublease, whether or not Landlord has given notice to Tenant of the need for such action or payment and whether or not Tenant has commenced to cure the default or condition complained of by Landlord. In the event of the exercise of such right by Landlord, Tenant agrees to pay to Landlord forthwith upon demand all such sums, with interest thereon from the date Landlord pays such sums at the Default Rate; and if Tenant shall default in such payment, Landlord shall have the same rights and remedies as Landlord has hereunder for the failure of Tenant to pay the Rental.

Section 16.11 Unavoidable Delays.

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, inability to procure labor or materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, fire or other casualty or other reason of a similar or dissimilar nature beyond the reasonable control of the party delayed in performing work or doing acts

required under the terms of this Sublease, then performance of such act shall be excused for the period of the delay and the period from the performance of any such act shall be extended for a period equivalent to the period of such delay (any such delay is herein referred to as an "Unavoidable Delay"). During the period of performance of Tenant's Work, the provisions of this Section 16.11 shall not operate to excuse Tenant from completing construction of the Premises by no later than November 1, 2002 unless Tenant gives written notice of the delaying event to Landlord within three (3) days of the occurrence of such delaying event. Such written notice shall specify the nature of the delaying event and the number of days of delay claimed to be resulting therefrom. The Phase 2 or Phase 3 Commencement Date, as may be applicable, shall be extended for a period equivalent to the period of actual delay. After each of the Phase 1, 2 and 3 Commencement Dates occur, the provisions of this Section shall not operate to extend the Term. This Section 16.11 shall not be applicable to Tenant's obligations to procure insurance or to pay Rental or any other sums, moneys, costs, charges or expenses required to be paid by Tenant hereunder. Unless Tenant gives notice to Landlord within ten (10) days after becoming aware that an event described above will delay its performance hereunder, such event shall not excuse such delay. Tenant shall not be entitled to more than ten days extension for any delay caused by the failure of Landlord to fulfill its obligations hereunder or to take any other action except to the extent that such delays are caused by Landlord's failure to take such action within five days after Tenant has given notice to Landlord stating the action required to be taken and the manner in which Tenant may be delayed if Landlord fails to take such action.

Section 16.12 No Joint Venture.

Any intention to create a joint venture or partnership relation between the parties is hereby expressly disclaimed. The provisions of this Sublease in regard to the payment by Tenant and the acceptance by Landlord of a percentage of Gross Sales is a reservation for rent for the use of the Premises.

Section 16.13 Waiver.

Failure on the part of Landlord or Tenant to complain of any action or non-action on the part of the other, no matter how long the same may continue, shall never be a waiver by Landlord or Tenant of its rights hereunder. Further, no waiver at any time of any of the provisions hereof by Landlord or Tenant shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of Landlord or Tenant to or of any action by the other requiring such consent or approval shall not be construed to waive or render unnecessary Landlord's or Tenant's consent or approval to or of any subsequent similar act by the other.

Section 16.14 Invalidity of Particular Provisions.

If any term or provision of this Sublease, or the application thereof, to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Sublease, or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Sublease shall be valid and be enforced to the fullest extent permitted by law.

Section 16.15 Provisions Binding, Etc.

Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of Landlord and Tenant and, if Tenant shall be an individual, upon and to his heirs, executors, administrators, legal representatives, successors and assigns. Each term and each provision of this Sublease to be performed by Tenant shall be construed to be both a covenant and a condition. The reference contained to the successors and assigns of Tenant is not intended to constitute a consent to assignment by Tenant, but has reference only to those instances in which Landlord may later give consent to a particular assignment as required by the provisions of this Sublease. If Tenant be several persons, natural or corporate, the liability of such persons for compliance with the obligations of Tenant under this Sublease shall be joint and several.

If Tenant (or a general partner of Tenant) is a corporation, the persons executing this Sublease on behalf of Tenant (or such general partner) hereby covenant and represent and warrant that: Tenant (or such general partner) is a duly constituted corporation in good standing qualified to do business in the state in which the Retail Area is located, and all Tenant's (or such general partner's) franchises and corporate taxes have been paid to date; and such

persons are duly authorized by the governing body of such corporation to execute and deliver this Sublease on behalf of the corporation.

In the event Tenant is a partnership, the persons executing this Sublease on behalf of Tenant hereby represent and warrant that: Tenant is duly organized and validly existing and is qualified to do business in the state in which the Retail Area is located; all future forms, reports, fees and other documents necessary for Tenant to comply with applicable laws will be filed by Tenant when due; and such persons are duly authorized to execute and deliver this Sublease on behalf of the partnership.

Section 16.16 When Sublease Becomes Binding.

Subject to Section 2.1, this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. All negotiations, consideration, representations and understandings between Landlord and Tenant. are incorporated herein and may be modified or altered only by written agreement signed by both Landlord and Tenant, and no act or omission of any employee or agent of Landlord or course of prior dealings between the parties, shall alter, change or modify any of the provisions hereof. This Sublease may be executed in more than one counterpart, and each such counterpart shall be deemed to be an original document. Without limiting the generality of the foregoing provisions of this Section 16.16, Tenant acknowledges that it has made such inspections of the Premises, the Retail Area and the Terminal as Tenant has deemed necessary, is leasing the Premises in "as is" condition, in the condition they are now (reasonable wear and tear and damage by fire or other casualty or taking excepted), without any representation or warranty whatsoever with respect to the condition of the Premises or the Retail Area; Tenant further acknowledges that, in entering into this Sublease, Tenant has not relied upon, nor has Landlord made, any prior oral or written understandings or representations concerning the Premises, the Retail Area, the Terminal, the condition of the Premises, the Retail Area or the Terminal, projected volumes of business for the Premises, the Retail Area or the Terminal, economic or business projections, or the like.

Section 16.17 Interpretation.

(a) The captions, table of contents and index of defined terms appearing in this Sublease are inserted only as a matter of convenience and in no way amplify, define, limit, construe or describe the scope or intent of the Sections of this Sublease nor in any way affect this Sublease. Except where otherwise expressly provided, each reference in this Sublease to a Section or Article shall mean the referenced Section or Article in this Sublease.

(b) The neuter, feminine or masculine pronoun when used herein shall each include each of the other genders and the use of the singular shall include the plural.

(c) The parties hereto agree that all the provisions of this Sublease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate provision hereof.

(d) Although the printed provisions of this Sublease were drawn by Landlord, this Sublease shall not be construed for or against Landlord or Tenant, but this Sublease shall be interpreted in accordance with the general tenor of the language in an effort to reach the intended result.

(e) The parties hereto agree that all references in this Sublease to statutes shall be deemed to refer to such statutes or regulations as they may be amended from time to time and to any successor statute or regulation thereto.

If, references to a Section, include all Subsections thereof; references to a Subsection (e.g., Section 6.1) include all subdivisions (e.g., 6.1(a)) thereof. In this Sublease (i) the use of the terms "include," "includes," or "including" means "include without limitation," "includes without limitation," or "including without limitation," respectively, as the case may be; (ii) the word "or" is used in its inclusive sense, i.e., when the word "or" is used in this Sublease to describe a result occasioned by the occurrence of any multiple specified events or conditions, the result shall also be occasioned by the occurrence of more than one of the events or conditions, unless the context otherwise indicates; (iii) "may" is used in the permissive sense, creates discretionary authority, and does not impose a duty; (iv) "shall" and "will" are used in the imperative sense and each imposes a duty; (v) a statement or definition followed by a listing of examples shall not invoke ejusten generis, i.e., the examples are descriptive only and shall

not limit the generality of the statement or definition; and (vi) where a general category is described by specific examples introduced by "including," the listing of the specific examples shall not be interpreted to be exhaustive.

Section 16.18 Amendment.

This Sublease contains the entire agreement of the parties and may not be modified except by an instrument in writing. Further any amendment, modification, supplement or extension of the Sublease which does not have the express written approval of the Port Authority shall be void and of no force and effect.

Section 16.19 Applicable Law; Choice of Law and Forum.

The laws of the State of New York shall govern the validity, performance and enforcement of this Sublease. If either party institutes legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be the county in which the Retail Area is located, or the United States District Court having jurisdiction over such county. Tenant and Landlord hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other or any matter whatsoever arising out of or in any way connected with this Sublease, the relationship of Landlord and Tenant created hereby, Tenant's use or occupancy of the Premises, and/or any claim for injury or damage. In the event Landlord commences any action or proceeding for non-payment of Rental, Tenant shall not interpose any counterclaim of any nature or description, other than a compulsory counterclaim, in any action or proceeding. The foregoing shall not be construed as a waiver of Tenant's right to assert such claim in a separate action or proceeding instituted by Tenant.

IN WITNESS WHEREOF, the parties have caused this Sublease to be executed under seal as of the date set forth in Section 1.1.

Landlord: **MarketPlace LaGuardia Limited Partnership**

By: MarketPlace LaGuardia, Inc.
Its general partner

By: _____
Its Executive Vice President
Hereunto duly authorized

Tenant: **LGA Airport Restaurants, L.P.**

By: LGA BEV, Inc., a Pennsylvania corporation

By: _____
Its
Hereunto duly authorized

Attachments:

Schedule A	-	**Plan Showing the Retail Area and Location of Premises**
Schedule B	-	**Construction**
Schedule C	-	**Certificate of Vote**
Schedule D	-	**Nondiscrimination Requirements**
Schedule E	-	**Contractor Bid Conditions**
Schedule F	-	**Rules and Regulations for the Retail Area**
Schedule G	-	**Port Authority Consent to Sublease**
Schedule H	-	**Form of Letter of Credit**
[Schedule I	-	**Approved Menus**

Delivered separately: Tenant Design Manual

Schedule A

Plan Showing the Retail Area and Location of Premises

(see attached)

Schedule B

Construction

Description of Landlord's Work and Tenant's Work

LaGuardia Airport
Central Terminal Building
Flushing, NY 11371

Landlord:

MarketPlace LaGuardia
Limited Partnership
50 Federal Street
Boston, MA 02210
(617) 350-4080
FAX: (617) 423-0507

Landlord's Architect:

Elkus Manfredi
530 Atlantic Avenue
Boston, MA 02210
(617) 426-1300
FAX: (617) 426-7502

Reference is made to that certain print package entitled Tenant Design Manual (hereinafter "Tenant Design Manual"), a copy of which has been furnished to the Tenant and all of the terms and provisions of which are hereby incorporated herein in full by reference. Notice is hereby given to the Tenant that the terms and provisions of this **Schedule B** are general and approximate due to the varying physical characteristics of the several premises comprising the Retail Area. The Tenant is advised to review the Tenant Design Manual carefully in order to determine the particular construction details applicable to the demised premises. It is understood and agreed that in the event of a conflict between the provisions of this **Schedule B** and the Tenant Design Manual, the provisions of this **Schedule B** shall govern. In the event of any discrepancy between **Schedule B**, the Tenant Design Manual and the plans and specifications as finally approved by the Landlord and the Port Authority in any dispute between the Landlord and Tenant, the plans, as finally approved, shall govern. At the time Tenant submits the plans and specifications for approval, Tenant agrees to use good faith efforts to notify Landlord of any discrepancy of which Tenant has knowledge, between **Schedule B**, the Tenant Design Manual and the plans and specifications which Tenant is submitting for approval.

1. **DESCRIPTION OF EXISTING CONDITIONS AT THE PREMISES.**

A. UTILITIES

1. Sanitary Sewer - A lateral sanitary sewer main exists below the floor in the demised premises.

2. Water - A domestic cold and hot water main exists below the floor in the demised premises.

3. Sprinkler piping and sprinkler heads are existing in the demised premises.

4. Electrical Service - A 277/480 volt service exists in the demised premises for the Tenant's use. It is the sole responsibility of the Tenant to determine if these existing services are adequate for its own use.

5. Telephone Service – The Tenant is responsible for the installation of its telephone service. The Tenant shall make arrangements with and pay to the

telephone company any charges imposed by the telephone company for any work which affects the demised premises.

6. HVAC - The premises are served from an existing rooftop mounted, package air conditioning unit. It is the Tenant's responsibility to determine the suitability of this equipment for reuse and replace and/or repair all parts and equipment, if necessary, for proper operation.

7. Fire Alarm – A fire alarm junction box from the fire alarm panel exists adjacent to the demised premises. It is the Tenant's responsibility to install any additional devices that may be necessary in the demised premises and connect to the fire alarm panel.

B. COMMON FACILITES

1. Corridors – To be located as the Landlord shall determine and in accordance with applicable building codes.

2. Truck Receiving Facilities – All deliveries to and from the demised premises will be made, either directly or indirectly, by the Tenant from designated areas determined by the Landlord.

3. Retail Common Areas – Air conditioned and lighted with architectural treatment as determined by the Landlord.

4. Sprinklers – A sprinkler system has been constructed by Landlord's Contractor in the common and public use areas in accordance with applicable building codes.

C. BUILDING SHELL

1. Structural Frame, Roof, Exterior of the Building – As Is condition.

2. Floor Slab – The floor slab is the responsibility of the Tenant. Any work performed by the Tenant relating to the floor slabs for the demised premises, including without limitation, slab preparation, slab installation, placement of concrete, and any demolition will be preformed by the Tenant's contractor at the Tenant's expense, in accordance with plans and specifications which shall have been approved by the Landlord's Representative prior to commencing any such work. All such work shall be inspected by the Landlord's Representative.

D. DESIGN REVIEW

Tenant will reimburse Landlord for fees incurred in the review of Tenant's drawings.

II. DESCRIPTION OF THE TENANT'S WORK

All other work required to complete and fully equip the demised premises shall be done by the Tenant at the Tenant's sole cost and expense, and the same shall be done as follows:

A. GENERAL CONDITIONS

All work done by the Tenant in the demised premises shall be governed in all respects by, and be subject to, the following:

1. The Port Authority of New York and New Jersey; and New York City Building Requirements.

   a. The detailed store plans for the completion of the demised premises must be prepared under the supervision of a New York registered architect or registered engineer. All plans including architectural, mechanical, electrical and sign drawings shall have affixed thereto a State of New York registration stamp.

   b. Prior to submission of plans to the applicable Building Department(s), the Tenant's drawings must be submitted to the Landlord's Representative for review in accordance with the procedure outlined in the Tenant Design Manual. Plans will not be accepted by the applicable departments of the Port Authority and New York City Department of Buildings without the prior approval of the Landlord's Representative, which approval shall verify only that the drawings are complete and in compliance with the Tenant' agreement with the Landlord, and shall not relieve the Tenant of the obligation to conform to the requirements of the applicable Building Department(s), State and all other applicable codes.

   c. Plans for the Tenant's work shall be delivered to the Landlord's Representative and reviewed as set forth in the Tenant Design Manual all as if set forth herein.

   d. The Tenant shall reimburse the Landlord for plan review as set forth in the Schedule of Charges included in the Tenant Design Manual or in a separate Schedule of Charges to be prepared by the Landlord.

1. The Tenant shall not commence the Tenant's work until the Tenant has secured the Landlord's written approval of all contractors to be used in performing the Tenant's work and of the plans and specifications required to be submitted by the Tenant to the Landlord. The Tenant's work shall be coordinated with the work being done by the Landlord and/or other tenants of the Landlord in order that such work will not interfere with nor delay the completion of work by the Landlord and/or other tenants of the Landlord. The performance of the Tenant's work shall cause no interference whatsoever with the completion of the Landlord's work in the demised premises, nor in the remainder of the terminal.

2. The Tenant's work shall be performed in a first-class workmanlike manner and shall be in good and usable condition at the date of completion thereof.

3. The Landlord shall have the right (but shall not be obligated) to perform by its own contractor or subcontractor, on behalf of and for the account of the Tenant, any of the Tenant's work which the Landlord determines, in the interest of expedition of work on the Terminal or Retail Area, should be performed. The Landlord contemplates that the work which the Landlord shall in any event require to be done by the Landlord's contractor or subcontractor will include, without limitation, work which affects any structural components of, or the general utility systems for, the building in which the demised premises are located. The Landlord shall notify the Tenant of work which will be required to

be done by the Landlord's contractor or subcontractor before the Tenant commences performance of any substantial part of its work. The Tenant shall promptly, on demand, reimburse the Landlord for all costs of planning and performing such work when and as incurred by the Landlord and for any costs incurred by the Landlord in obtaining all permits in connection wherewith.

4. Compliance with Laws: All of the Tenant's work shall conform to applicable statutes, ordinances, regulations, codes and to requirements of the Landlord's insurance underwriters. The Landlord's approval of plans and specifications shall not constitute an acknowledgement that work done in accordance therewith will so conform, and the Tenant shall be solely responsible for corrections in the Tenant's work required by any governmental agency or insurance underwriters. The Tenant shall obtain and convey to the Landlord approvals from all agencies having jurisdiction over matters relative to electrical, gas (if available), water, heating and cooling, and telephone work, and shall secure its own building and occupancy permits. The Landlord reserves the right to require changes in the Tenant's work when necessary by reason of code requirements or directives of governmental authorities having jurisdiction over the demised premises.

5. Approvals: No approval by the Landlord shall be valid unless the same be in writing and signed on behalf of the Landlord.

6. Insurance: Prior to commencement of the Tenant's work and until the last to occur of (a) the completion of the Tenant's work, or (b) the Commencement Date, the Tenant shall maintain, or cause to be maintained, casualty insurance in builder's risk form, covering the Landlord, the Landlord's agents and beneficiaries, the Landlord's Architect, the Landlord's contractor or subcontractors, the Tenant and the Tenant's contractors as their interests may appear, against loss or damage by fire, vandalism and malicious mischief, and such other risks as are customarily covered by the so-called "extended coverage endorsement" upon all the Tenant's work in place, and all materials, equipment, supplies, and temporary structures of all kinds incident to the Tenant's work and builders' machinery, tools and equipment, all while forming a part of, or contained in, such improvements or temporary structures while on the demised premises or when adjacent thereto while on malls, drives, sidewalks, streets or alleys, all in the full insurable value thereof at all times by reputable insurance companies licensed to do business in the State of New York. In addition, the Tenant agrees to require all contractors and subcontractors engaged in the performance of the Tenant's work to effect and maintain and deliver to the Tenant and the Landlord certificates evidencing the existence of, prior to the commencement of the Tenant's work and until the completion thereof, the following insurance coverages:

   a. Worker's Compensation Insurance – In accordance with the laws of the State of New York, including Employer's Liability Insurance, to the limit of $1,000,000 each accident.

   b. Comprehensive General Liability Insurance in the same form as the Tenant is required to carry under the terms of the Sublease to which this schedule is attached, with minimum limits of liability of $1,000,000 each Occurrence; $2,000,000 General Aggregate Limit; $2,000,000 Products – Completed Operations Aggregate Limit; $1,000,000 Personal and Advertising Liability; $50,000 Fire Legal Liability; and $5,000 Medical Expenses Limit (each person); or in such greater reasonable amounts as the Landlord may hereafter

from time to time advise the Tenant in writing. The Port Authority and the Landlord shall be named as additional insureds, and the policy will contain an endorsement whereby the insurer agrees not to 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 governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority. In addition, such contractors and subcontractors shall carry an Excess Liability policy in umbrella form with a minimum limit of liability of $5,000,000.

c. Business Automobile Liability, including "non-owned and hired" automobiles, with a combined single limit of $2,000,000.

Prior to the commencement of the Tenant's work, the Tenant shall deliver to the Landlord's Representative certificates of all required insurance, and evidence of the payment of premiums thereon (and certificates of renewal, and evidence of premium payments with reference thereto, where appropriate). All such insurance shall provide, and certificates thereof shall state, that the same is non-cancellable and non-amendable without twenty (20) days' prior written notice to the Landlord.

7. In any contract or undertaking which the Tenant may make with a contractor for work in the demised premises, provision shall be made for dismissal from the job of workmen whose work is, in the Landlord's (and, for this purpose, "the Landlord" shall include a reference to the Landlord's Representative) reasonable judgement, unskilled or otherwise objectionable, and any such workmen shall be discharged, and the Tenant shall exonerate, indemnify and hold the Landlord (and the Landlord's Representative) harmless from any such loss, cost, damage or liability incurred by reason of compliance with any such demand.

The Tenant shall use, and the Tenant shall require its contractor and subcontractors to use, every legal effort to prevent work stoppages on the demised premises or elsewhere in the Terminal, to the extent attributable to work being performed on the demised premises, irrespective of the reason for any such stoppage, in recognition of the fact that it is of the utmost importance to the Landlord and all those occupying or to occupy space in the Terminal that there be no interruption in the progress of the work and to that end, in the event that the conduct or presence of any employee(s) of the Tenant or the Tenant's contractor(s) or subcontractor(s) causes a labor dispute or work stoppage, the Tenant expressly agrees to have such employee(s) immediately removed from the Terminal upon the Landlord's request, and the Tenant's failure to do so shall constitute a default under the lease. The tenant shall exonerate, indemnify and hold the Landlord (and the Landlord's Representative) harmless from any loss, cost, damage or liability incurred by reason of compliance with any such demand.

The Landlord's Contractor has included in his contract with all subcontractors the following Harmony Clause. The Tenant will be required to include this clause in all contracts with general and subcontractors so that there will be no interruption in the process of work.

Harmony Clause

"There shall be no manifestations on the project of any dispute between any labor organization and any Tenant contractor or subcontractor, including but not limited to, any area standards picketing against said contractor or subcontractor.

Should there be any manifestation of a labor dispute between any Tenant contractor or subcontractor and any union, which results in a stoppage of work on the part of said contractor or subcontractor's employees or the employees of any other employer or supplier on the project or at the Terminal, which in the sole judgement of the Landlord will cause, or is likely to cause, unreasonable delay in the progress of construction or operation of any business at the Terminal, then upon written notice from the Landlord, the Tenant shall have the obligation and the right to declare the contractor or subcontractor in default of his contract, and upon such notice, the Tenant shall have the right to take such steps as are necessary to finish the uncompleted portion of the work to be performed by the contractor or subcontractor."

B. GENERAL CONSTRUCTION

The Tenant shall perform all work necessary to prepare the demised premises for opening for business and shall comply with the plan approval procedure outlined in the Tenant Design Manual which, by reference, is made part of this Schedule B. The finish work which the Tenant is to perform shall include, but not be limited to, the following:

1. STOREFRONTS

a. The Tenant shall construct the storefront and closure, including all required structural supports.

b. The design of the storefront shall be in harmony with the other stores of the Retail Area and shall conform to the standards of design and construction contained in the Tenant Design Manual. In any event, the storefront shall be subject to the prior approval of the Landlord's Representative.

c. The Tenant shall furnish and install all signs in accordance with the Tenant Design Manual. All are subject to approval of the Landlord and the Landlord's Representative.

2. FLOOR SLABS

a. Any work performed by the Tenant relating to the floor slabs for
The demised premises, including, without limitation, slab preparation, placement of concrete, any demolition, will be performed by the Tenant's contractor at the Tenant's expense, in accordance with the plans and specifications which shall have been approved by the Landlord's Representative prior to commencing any such work.

3. CEILINGS

a. The Tenant shall design and construct a new ceiling treatment in the premises using the underwriter's approved non-combustible ceiling treatment as set forth in the Tenant Design Manual. Minimum ceiling heights shall be in accordance with the Tenant Design Manual.

b. No combustible materials will be permitted above the ceiling. The Tenant shall not hang any material or fixtures from the roof deck or bottom chord of structural members.

c. The Tenant shall not hang anything from the ceiling grid system or existing mechanical systems in the Terminal.

d. The Tenant shall install any new lighting throughout the dining area and service area of the demised premises as may be necessary.

4. INTERIOR WALLS & PARTITIONS

a. The Tenant shall not hang anything from the ceiling grid system or existing mechanical systems in the Terminal.

5. FLOOR COVERING

a. The Tenant shall install all floor covering within the demised premises.

6. TRASH AND RUBBISH

a. The Tenant shall provide for an area for dry rubbish collection containers within the demised premises.

b. If the Tenant generates garbage, wet garbage containers shall be provided by the Tenant.

c. The Tenant and the Tenant's contractors shall be totally responsible during construction and fixturing for their own trash removal.

7. PLUMBING

a. The Tenant shall install all plumbing work for the demised premises, including but not limited to, toilets, urinals, lavatories, drinking fountains, electric hot water systems and other fixtures. Work shall include all waste piping, vent piping, water and waste connections to laterals and stubs installed by the Landlord. If gas is required, Landlord will determine the route of gas line installation and the party responsible for installation.

8. SPRINKLERS

a. The Tenant shall adjust the existing sprinkler head layout and piping as required to provide a fully sprinkled demised premises. The Tenant shall furnish and install new sprinkler heads in accordance with the Landlord's insurance carrier.

b. Sprinkler systems must also comply with all applicable codes and regulations, including but not limited to, requirements of the Port Authority of New York and New Jersey and New York City Departments and the Landlord's insurance carriers.

9. FIRE EXTINGUISHERS

a. The Tenant shall furnish and install fire extinguishers as required by applicable authorities, including the Port Authority of New York and New Jersey and New York City Fire Departments and the Landlord's insurance carriers.

10. HEATING, VENTILATING AND AIR CONDITIONING

a. The Tenant shall make all provisions for the service, repair, or replacement, of the existing heating and air conditioning system in the demised premises in accordance with the Tenant Design Manual and applicable code requirements. The equipment may include air distribution equipment, heating and cooling coils, diffusers, grilles, fire dampers, duct work, duct insulation, temperature controls and wiring.

b. Air conditioning equipment is permitted on the roof only in locations designated by the Landlord. Steel supports and curbs for roof equipment, whether furnished and installed by the Landlord or the Tenant, will be at the Tenant's expense. The foregoing will vary according to the particular physical characteristics of the demised premises and the Tenant should review the Tenant Design Manual for specific details.

c. All roof openings, blocking, flashing, steel supports and related work will be done by the Landlord's Contractor at the Tenant's expense. All work is subject to the approval of the Landlord's Representative and the Landlord's Architect.

d. Food tenants will be required to furnish any and all hoods, exhaust fans, makeup air units with heating provisions, and duct work in their premises.

e. The complete HVAC system must be in operation, inspected and balanced prior to the opening of the demised premises for business. The Tenant is responsible for balancing the HVAC distribution system by a balancing contractor approved by the Landlord.

11. ELECTRICAL

a. The Tenant shall furnish and install a complete electrical system for fire alarm, power and lighting as required by the Tenant Design Manual and applicable codes.

b. An electric meter supplied by the Port Authority exists in the premises.

c. The Tenant shall furnish, install, support, and connect all lighting fixtures, including lamps.

d. The Tenant shall furnish and install all lighting timers, contactors, controls, etc.

12. OTHER INTERIOR WORK

a. The Tenant shall furnish and install all store fixtures as described hereafter; same to be new and at least equal in quality and design to fixtures used in other better-grade, recently-opened stores of the Tenant or the Tenant's parent company. All fixtures to be subject to the approval of the Landlord's Representative, said approval not to be unreasonably withheld or delayed provided same conform to the foregoing.

b. The Tenant's design and construction shall include all provisions for a grille and deep fryer and other related equipment to be located in the general bar area. This work includes, but is not limited to, removal of the refrigerated display case, modification and/or extension of the bar front and top, removal and/or reconstruction of existing prep room walls and ceilings, new exhaust hoods and related equipment, make-up air equipment, lighting fixtures, menu boards and graphics, and any additional fire alarm components that may be necessary.

c. The Tenant shall design, furnish and install a new treatment on the existing bar face throughout the demised premises.

d. The Tenant shall furnish and install new waste receptacles in the demised premises.

13. MATERIALS

No materials used in connection with the Tenant's work in or about the Terminal shall contain any asbestos or other hazardous or toxic materials (collectively, "hazardous materials"). If the transportation, storage, use or disposal of any hazardous materials anywhere on the Terminal associated in any way with the Tenant's work results in any 1) contamination of the soil or surface or groundwater or 2) loss or damage to person(s) or property, then Tenant agrees to respond in accordance with the following paragraph:

Tenant agrees (i) to notify the Landlord immediately of any contamination, loss or damage, (ii) after consultation and approval by the Landlord, to clean up the contamination in full compliance with all applicable statutes, regulations and standards, and (iii) to indemnify, defend and hold Landlord harmless from and against any claims, suits, causes of action, costs and fees, including attorneys' fees, arising from or connected with any such contamination, claim of

contamination, loss or damage. This provision shall survive the termination of the lease to which this Schedule "B" is annexed. No consent or approval by the Landlord shall in any way be construed as imposing upon Landlord any liability for the means, methods, or manner of removal, containment or other compliance with applicable law for and with respect to the foregoing.

Tenant shall immediately notify Landlord upon Tenant's receipt of any inquiry, notice, or threat to give notice by any governmental authority or any other third party with respect to any hazardous material.

14. CONSTRUCTION BARRICADES AND FIRE SAFETY IMPROVEMENTS AFTER OPENING

In the event that the Tenant will not have completed all of the Tenant's construction and other work in connection with the initial alteration of the demised premises, including the equipping of the demised premises with all trade fixtures and personal property necessary or proper for the operation of the Tenant's business, on or before the date of opening of the food court, then the Landlord may install temporary barricades (with temporary doors) between the Terminal area and the demised premises, which barricades shall, at the Landlord's option, remain in place until the Tenant has so completed all such work. If the Landlord elects to install such barricades, then such barricades (and doors) will be installed, maintained and removed at the Tenant's cost. Such cost shall be reasonable and without profit to the Landlord, and shall be charged back to the Tenant and paid by the Tenant to the Landlord promptly after the Landlord furnishes the Tenant with a bill therefor together with a statement in reasonable detail evidencing such costs. The Tenant shall furnish to the Landlord prior to the opening of the food court a sign or signet with the Tenant's logo and indicating that the Tenant is coming to the Terminal, reasonably satisfactory in all respects to the Landlord, so that same may appear on such temporary barricades.

In addition, in the event that applicable codes require that certain fire safety systems and improvements, including, without limitation, sprinkler system and drywall installation, must be complete and in operation in the demised premises even though the demised premises are not then in operation, the Tenant agrees to reimburse the Landlord for the cost incurred by the Landlord in completing and operating such fire safety systems and improvements. Without limiting the generality of the foregoing, the provisions of this paragraph shall be effective if the fire marshal or other municipal authority advises the Landlord that it is required that certain fire safety systems and improvements in the demised premises must be complete and in operation. Said reimbursement shall be made by the Tenant promptly upon the Landlord billing the Tenant therefor as aforesaid.

The provisions of this paragraph 15 shall not affect the commencement of the term of this lease nor any of the Tenant's other obligations under this lease, including, without limitation, the obligations of the Tenant to complete such work, to open for business in the demised premises and to pay all rent and charges in accordance with the provisions of this lease.

16. OTHER MATTERS

a. No mezzanines constructed by the Tenant will be permitted within the demised premises, except as indicated on Landlord's Building Plan and as described in the Tenant Design Manual.

b. Surrounding tenants and the Landlord have the right to run duct work, piping, electrical conduit, etc., through the demised premises. Same shall be above the ceiling line, and where possible, tight to underside of roof structure or below floor slab; and in all events, such work shall be done in locations and in a manner approved in advance by the Landlord's Representative. For coordination with surrounding tenants, the Tenant shall provide to the Landlord's Representative reproducible drawings of his complete mechanical and electrical systems for approval. The Tenant shall furnish reproducible shop drawings of the as built mechanical, electrical, and plumbing systems if they are significantly changed for the original approved design.

Schedule C

Certificate of Vote

I, [name of secretary], Secretary of [name of corporation], hereby certify that the following is a true copy of a resolution of the board of directors of this corporation adopted at a meeting duly called and held on [date], a quorum being present and acting throughout, and that such resolution has not been revoked, amended or modified and is in full force and effect:

> VOTED: That the President [or other officer] be and is hereby authorized, singly, to execute and deliver on behalf of this corporation a lease between MarketPlace LaGuardia Limited Partnership, as landlord, and this corporation, as tenant, and all related amendments, agreements, certificates, consents, instruments and documents, for approximately _____ rentable square feet of retail space located in the Central Terminal Building at LaGuardia Airport, New York City, New York, upon such terms and conditions as the signing officer shall determine to be necessary or appropriate. The signature of the President [or refer to other officer as applicable] thereon shall conclusively evidence its approval by this vote.

This is to certify further that as of the date hereof _____ is the President [or refer to other officer as applicable] of this corporation.

_____
Secretary

Dated: _____, 2002

[SEAL]

Schedule D

Nondiscrimination Requirements

1. Tenant shall not exclude any person from participation in, nor deny any person the benefits of, nor otherwise subject any person to discrimination in, the use by Tenant of the Premises or in the construction of any Improvements or the furnishing of any services at the Premises on the grounds of race, creed, color, national origin, sex, age, disability or marital status and Tenant shall use such space 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, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, 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 Tenant's operations at the Premises, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

Tenant's non-compliance with the provisions of this Schedule D shall constitute a material breach of this Sublease. In the event of any such breach of any of the above non-discrimination provisions, Landlord and the Port Authority each may take appropriate action to enforce compliance; or in the event such noncompliance shall continue for a period of seven (7) days after receipt of written notice from Landlord or the Port Authority, Landlord and the Port Authority each shall have the right to terminate this Sublease and the letting thereunder with the same force and effect as a termination under Section 16.2 of this Sublease, or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, each of Landlord and the Port Authority may take such action as the United States may direct. Tenant shall indemnify and hold harmless Landlord and the Port Authority from any claims and demands of third persons, including the United States of America, resulting from Tenant's noncompliance with any of the provisions of this **Schedule D** and Tenant shall reimburse Landlord and the Port Authority for any loss or expense incurred by reason of such noncompliance. Nothing contained in this **Schedule D** shall grant or shall be deemed to grant to Tenant the right to perform any construction at the Premises;

2. In addition to and without limiting any other term or provision of this Sublease, Tenant shall 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, sex, age, disability or marital status be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Tenant shall assure that no person is excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this paragraph. Tenant also shall require that its covered suborganizations provide written assurances to Tenant and the Port Authority that they similarly will undertake affirmative action programs and that they will require written assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect;

3. In addition to and without limiting any other term or provision of the Sublease:

(a) Tenant shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and shall undertake or continue existing programs of affirmative action to ensure that minority group persons and women are afforded equal employment opportunity without discrimination. Such programs shall include, but not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selections for training or retraining, including apprenticeship and on-the-job training;

(b) in addition to and without limiting the foregoing or **Schedule E** or section 2 of this **Schedule D**, Tenant shall, in connection with (i) its continuing operation, maintenance and repair of the Premises, or any portion thereof, including all purchasing procurement and subcontractors opportunities associated with the operations under this Sublease, including without limitation, the purchase of supplies, equipment, labor and other services, and (ii) every agreement for concession or consumer services in the Premises throughout the Term, commit itself to and use good faith efforts to implement an extensive program of affirmative action, including specific affirmative action steps to be taken by Tenant, to ensure, to the maximum extent feasible and consistent with cost competitiveness and other considerations properly present in the exercise of good business judgment (A) maximum opportunities for employment and contracting by minorities and women, (B) meaningful participation and (C) meaningful interest (in the business to be operated in any portion of the Premises) by Minority Business Enterprises ("MBE's") and

Women-owned Business Enterprises ("WBE's") (such program is referred to herein as the "Tenant's Affirmative Action Program"). In meeting the said commitment Tenant shall submit to Landlord and Port Authority for its review and approval Tenant's Affirmative Action Program, within thirty (30) days after the execution of this Sublease. Tenant shall incorporate in Tenant's Affirmative Action Program such revisions and changes which Landlord and Port Authority initially or from time to time may reasonably require. Tenant throughout the term of the letting under this Sublease shall document its efforts in implementing Tenant's Affirmative Action Program, shall keep Landlord and Port Authority fully advised of Tenant's progress in implementing Tenant's Affirmative Action Program and shall supply to Landlord and Port Authority such information, data and documentation with respect thereto as Landlord and Port Authority may from time to time and at any time request, including but not limited to annual reports.

4. The following terms used in this **Schedule D** shall have the following meanings:

(a) "Minority" as used herein shall have the meaning as defined in Paragraph II(c) of Part I of Schedule **E**.

(b) "Minority Business Enterprise" (MBE) as used herein shall have the meaning as defined in the first paragraph of Part II of **Schedule E**.

(c) "Women-owned Business Enterprise" (WBE) as used herein shall have the meaning as defined in the first paragraph of Part II of **Schedule E**.

(d) "Good faith efforts" to include meaningful participation by MBE's and WBE's shall include at least the following:

(i) Dividing the work to be subcontracted into smaller portions where feasible.

(ii) Actively and affirmatively soliciting bids for subcontractors from MBE's and WBE's, including circulation of solicitations to minority and female contractor associations. Tenant shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation as called for in Paragraph 3 including the names and addresses of all MBE's and WBE's contacted and, if any such MBE or WBE is not selected as a joint Ventura or subcontractor, the reason for such decision.

(iii) Making plans and specifications for prospective work available to MBEs and Webs in sufficient time for review.

(iv) Utilizing the list of eligible MBE's and WBE's maintained by the Port Authority or seeking minorities and women from other sources for the purpose of soliciting bids for subcontractors.

(v) Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors, where appropriate, to insure that Tenant will meet its obligations hereunder.

(vi) Insuring that provision is made to provide progress payments to MBE's and WBE's on a timely basis.

(vii) Submitting quarterly reports to Landlord and Port Authority (Office of Business and Job Opportunity) detailing its compliance with the provisions hereof.

(e) "Meaningful participation" shall mean that at least twelve percent (12%) of the total dollar value of such purchases and subcontracts is from Minority Business Enterprises and that at least five percent (5%) of the total dollar value of such purchases and subcontracts is from Women-owned Business Enterprises.

(f) "Meaningful interest" shall mean that at least twenty percent (20%) in the aggregate of all gross dollar sales and other receipts generated in each annual period of this Sublease from retail activities and other subordinate agreements hereunder by businesses which are approved by the Port Authority as the parties to such agreements and which are owned, controlled and actually managed and operated by Disadvantaged Business Enterprises.

(g) To qualify for certification as a DBE, a firm must be:

(i) a small business concern; and

(ii) owned and controlled by one or more socially and economically disadvantaged individuals; and

(iii) actually managed and operated by one or more of the socially and economically disadvantaged individuals who control it.

With respect to a corporation, "control" as used in this paragraph shall mean legal and beneficial ownership by one person, firm or corporation, or a group acting in concert, of a majority of the issued and outstanding shares of the capital stock and voting rights of another corporation. With respect to a person or firm other than a corporation, "control" as used in this paragraph shall mean the power to direct the management and policies of such person or firm, whether by legal or beneficial ownership or otherwise.

Determination of Business Size:

(1) The size standards established by the SBA in 13 CFR Part 121, as revised on May 25, 1988, are used for making size determinations.

(2) No retail firm is considered small if, including its affiliates, it averaged annual gross sales in excess of $30 million over the previous three years.

(3) All affiliates of a firm, as well as the firm itself, are considered when determining gross sales earned or number of persons employed. Affiliation exists if one firm controls or has the power to control the other, or a third party or parties controls or has the power to control both firms:

Socially and Economically Disadvantaged Individuals:

(1) Any person having a current 8(a) certification form from the Small Business Administration is considered to be socially and economically disadvantaged.

(2) The Port Authority makes a "rebuttable presumption" that individuals in the following groups who are citizens of the United States (or lawful permanent residents) are socially and economically disadvantaged:

(i) Portuguese: (a person of Portuguese, Brazilian, or other Portuguese culture or origin, regardless or race);

(ii) Black: (a person having origins in any of the Black racial groups of Africa);

(iii) Hispanic: (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(iv) American Indian and Alaska Native: (a person having origins in any of the original peoples of North America); or

(v) Asian American: (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands).

The Port Authority will generally assume that business owners who fall into one of these groups are socially and economically disadvantaged. Their disadvantaged status will not generally be investigated unless a third party challenge is made.

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

The Port Authority has compiled a list, which may be supplemented and revised from time to time by the Port Authority, to indicate the firms the Port Authority determines satisfy the criteria for DBE certification. Such list shall be made available upon request. The Port Authority makes no representation as to the financial responsibility of such firms, their technical competence to perform, nor any other performance-related qualifications. Only listed DBEs and such firms not so listed but certified by the Port Authority as DBEs hereunder will count toward the DBE goals.

Certification of DBEs hereunder shall be made by the Office of Business and Job Opportunity of the Port Authority. To utilize a firm not so listed, there must be submitted to the Port Authority a written request for a determination that the proposed firm is eligible for certification. This shall be done by completing and forwarding such form as may be required by the Port Authority from time to time. All such requests shall be in writing addressed to the Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, One World Trade Center, 63 East, New York, NY 10048. Eligibility for certification shall only be made in writing over the name of the Director in charge of the Office of Business and Job Opportunity. The determination of the Port Authority shall be final and binding on the applicant. For inquiries or assistance please contact Mr. John Alexander at (212) 435-6513.

5. With respect to Paragraph 3(b)(i) hereof,

(a) It is agreed that Tenant shall develop on-the-job training opportunities and/or participate in training programs including upgrading programs and apprenticeship and trainee programs relevant to its respective employment needs.

(b) Tenant shall employ and train all operations, maintenance and other personnel required for the performance of the applicable matter. In addition to the training of the initial personnel staff, Tenant shall train replacement personnel as needed to meet staffing requirements.

(c) Tenant shall also place in effect a testing program whereby personnel within a specific job classification are tested initially and periodically retested for proficiency within that job classification. With concurrence by Landlord, certain job classifications may be exempted from such testing or retesting.

(d) Tenant shall provide all instructors, literature, training aids, and equipment necessary to train personnel. Tenant shall provide sufficient classroom and on-the-job training for personnel to ensure their competence. The training shall provide at least three (3) months of on-the-job training for all personnel. Personnel will be required to pass the testing program appropriate to their positions prior to assuming those positions on a full time basis. Tenant shall administer such test and retrain personnel as needed.

(e) Tenant shall document its efforts in implementing the said program, shall keep Landlord and Port Authority fully advised of Tenant progress in implementing the said program and shall supply to Landlord

and Port Authority such information, data and documentation with respect thereto as Landlord and Port Authority may from time to time and at any time request. Such material shall include but is not limited to providing Landlord and Port Authority within a month following the commencement of the term of this Sublease, and whenever thereafter requested by the Port Authority, a list of skilled and unskilled positions and supervisory and management positions required to complete and sustain performance.

Tenant's non-compliance with the provisions of this Paragraph 5 shall constitute a material breach of this Sublease. In the event of the breach by Tenant of any of the above provisions of this Paragraph 5 each of Landlord and Port Authority may take any appropriate action to enforce compliance; or in the event such non-compliance shall continue for a period of seven (7) days after receipt of written notice from Landlord or the Port Authority, Landlord and the Port Authority each shall have the right to terminate this Sublease and the letting thereunder with the same force and effect as a termination under Section 16.2 of this Sublease, or may pursue such other remedies as may be provided by law.

In the implementation of Paragraphs 3 and 5, Landlord or Port Authority may consider compliance by Tenant with the provisions of any federal, state or local law concerning affirmative action-equal employment opportunity which are at least equal to the requirements of this Paragraphs 3 and 5 as effectuating the provisions of these Paragraphs 3 and 5. If Landlord or Port Authority determines that by virtue of such compliance with the provisions of any such federal, state or local law that the provisions hereof duplicate or conflict with such law Landlord or Port Authority may waive the applicability of the provisions of this Paragraph 3 to the extent that such duplication or conflict exists.

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; and

6. Tenant shall furnish good, prompt and efficient service hereunder, adequate to meet all demands therefor at Terminal; furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and, without being construed in derogation of Section 8.5 of this Sublease, charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that Tenant may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers; and

7. Tenant acknowledges that:

(a) 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 or superseded by similar federal legislation, 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 Tenant of the covenants, promises and obligations contained in this Sublease is therefore a special consideration and inducement to any consent to any sublease by the Port Authority, and 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 the Federal Airport Aid, shall make any orders, recommendations or suggestions respecting the performance by Tenant of such covenants, promises and obligations, Tenant will promptly comply therewith, at the time or times when and to the extent that the Port Authority may direct.

(b) Without limiting the generality of this Paragraph 5, this Sublease is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23, subpart F. Tenant agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR part 23, subpart F.

(c) Tenant agrees to include the above statements in any subsequent concession agreements that it enters and cause those businesses to similarly include the statements in further agreements, the foregoing not to be construed as approval by Landlord or the Port Authority of any such agreements as required.

8. Tenant shall require all contractors (and subcontractors thereof, at any tier of construction) to include in all contracts for construction relating to the Premises the following statements:

(a) The contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and shall undertake or continue existing programs of affirmative action to ensure that minority group persons are afforded equal employment opportunity without discrimination. Such programs shall include, but not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selections for training or retraining, including apprenticeships and on the job training;

(b) At the request of either the Port Authority or Landlord, the contractor shall request such employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding and which is involved in the performance of the contract with Landlord to furnish a written statement that such employment agency, labor union or representative shall not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will cooperate in the implementation of the contractor's obligations hereunder;

(c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor in the performance of the contract, that all qualified applicants will be afforded equal employment opportunity without discrimination because of race, creed, color, national origin, sex, age, disability or marital status;

(d) The contractor will include the provisions of subparagraphs (a) through (c) of this paragraph in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work in connection with the contract;

(e) "Contractor" as used herein shall include each contractor and subcontractor at any tier of construction.

Schedule E

Contractor Bid Conditions

Part I. Affirmative Action Guidelines – Equal Employment Opportunity

I. As a matter of policy the Port Authority and Landlord hereby require Tenant and Tenant shall require the Contractor, as hereinafter defined, to comply with the provisions set forth hereinafter in this **Schedule E** and in Section 31 of the Prime Lease. The provisions set forth in this Part I are similar to the conditions for bidding on federal government contracts adopted by the Office of Federal Contract Compliance and effective May 8, 1978.

Tenant as well as each bidder, contractor and subcontractor of Tenant and each subcontractor of a contractor at any tier of construction (herein collectively referred to as "the Contractor") must fully comply with the clause entitled "Equal Employment Opportunity" and conditions set forth herein (said conditions being herein called "Bid Conditions"). Tenant hereby commits itself to the goals for minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions. Tenant shall likewise require the Contractor to commit itself to the said goals for minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions by submitting a properly signed bid.

II. Tenant and the Contractor shall each appoint an executive of its company to assume the responsibility for the implementation of the requirements, terms and conditions of the following Bid Conditions:

(a) The goals for minority and female participation, expressed in percentage terms, for the Contractors' workforce at the construction site are as follows:

30%	Minority, All Skilled Trades
40%	Minority, Laborers
6.9%	Female, All Skilled Trades
6.9%	Female Laborers

In the event that during the performance of such contract the Office of Federal Contract Compliance establishes different goals for the New York City area Tenant/Contractor shall be deemed bound to such different goals and this Section shall be deemed amended to substitute such goals for the goals set forth above. These goals are applicable to all Tenant's/Contractor's construction work performed in and for the Premises. The term "Contractor" hereinafter shall include Tenant should Tenant or an affiliate thereof be the contractor.

The specific affirmative action obligations required herein of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make good faith efforts to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the goals shall be a violation of the contract and, where the contractor is the Tenant, the Sublease. Compliance with the goals will be measured against the total work hours performed.

(b) The Contractor shall provide written notification to Tenant and Tenant shall provide written notification to Landlord and to the Manager of the Office of Business and Job Opportunity of the Port Authority within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

(c) As used in these specifications:

(1) "Employer identification number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941:

(2) "Minority" includes:

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

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

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

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

(d) Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the construction work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 those provisions which include the applicable goals for minority and female participation.

(e) The Contractor shall implement the specific affirmative action standards provided in subparagraphs (1) through (16) of Paragraph (h) hereof. The goals set forth above are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the Premises. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

(f) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations hereunder.

(g) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(h) The Contractor shall take specific affirmative actions to ensure equal employment opportunity ("EEO").

The evaluation of the Contractor's compliance with these provisions shall be based upon its good faith efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each Phase of the construction project. The Contractor, shall specifically ensure that all foremen, superintendents, and other supervisory personnel at the Premises are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at the Premises.

(2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

(4) Provide immediate written notification to Tenant when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and training programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (2) above.

(6) Disseminate the Contractor's EEO Policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the Contractor's newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female EEO employees at least once a year; and by posting the Contractor's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least every six months, the Contractor's EEO policy and affirmative action obligations hereunder with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-Premises supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at the Premises. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations and to State-certified minority referral agencies serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the Premises and in other areas of a Contractor's workforce.

(11) Tests and other selecting requirements shall comply with 41 CFR Part 60-3.

(12) Conduct, at least every six months, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations hereunder are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least every six months, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

(i) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (subparagraphs (1)-(16) of Paragraph (h) above). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraph (h) hereof provided that: the Contractor actively participates in the group, makes good faith efforts to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes good faith efforts to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.

(j) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation hereof if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation hereof if a specific minority group of women is underutilized).

(k) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

(l) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

(m) The Contractor shall carry out such sanctions and penalties for violation of this clause including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered by Tenant. Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof.

(n) The Contractor, in fulfilling its obligations hereunder shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph (h) hereof so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of these provisions, Tenant shall proceed accordingly.

(o) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the Company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanical apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be

maintained in an easily understandable retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(p) 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 (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(q) Without limiting any other obligation, term or provision under the Lease, the Contractor shall cooperate with all federal, state or local agencies established for the purpose of implementing affirmative action compliance programs and shall comply with all procedures and guidelines established or which may be established by the Port Authority.

PART II. Minority Business Enterprises/Women-Owned Business Enterprises

As a matter of policy the Port Authority requires Tenant and Tenant shall itself and shall require the general contractor or other construction supervisor and each of Tenant's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBE's) and Women-owned Business Enterprises (WBEs) in the construction work, pursuant to the provisions of this **Schedule E**. For purposes hereof, Minority Business Enterprise (MBE) shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, Women-owned Business Enterprise (WBE) shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by women and such ownership is real, substantial and continuing. A minority shall be as defined in paragraph II(c) of Part I of this **Schedule E**. "Meaningful participation" shall mean that at least twelve percent (12%) of the total dollar value of the construction contracts (including subcontracts) covering the construction work are for the participation of Minority Business Enterprises and that at least two percent (2%) of the total dollar value of the construction contracts (including subcontracts) are for the participation of Women-owned Business Enterprises. Good faith efforts to include meaningful participation by MBE's and WBE's shall include at least the following.

(a) Dividing the Work to be subcontracted into smaller portions where feasible.

(b) Actively and affirmatively soliciting bids for subcontracts from MBE's and WBE's, including circulation of solicitations to minority and female contractor associations. The Contractor shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation in the Work, including the names and addresses of all MBE's and WBE's contacted and, if any such MBE or WBE is not selected as a joint venturer or subcontractor, the reason for such decision.

(c) Making plans and specifications for prospective construction work available to MBE's and WBE's in sufficient time for review.

(d) Utilizing the list of eligible MBE's and WBE's maintained by the Port Authority or seeking minorities and women from other sources for the purpose of soliciting bids for subcontractors.

(e) Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors, where appropriate, to insure that Tenant and Contractor will meet their obligations hereunder.

(f) Insuring that provision is made to provide progress payments to MBE's and WBE's on a timely basis.

(g) Not requiring bonds from and/or providing bonds and insurance for MBE's and WBE's, where appropriate.

Schedule F

Rules and Regulations for the Retail Area

TRASH REMOVAL/RECYCLING

The Tenant shall contract the services of the on-site carting company for all trash removal and pay all costs or fees for this service directly to the carting company.

The Tenant is always responsible for the removal of its own trash to the compactor. Whenever possible, trash should be removed from the premises before or after business hours to minimize any inconveniences to airport patrons.

Compactor Location

A trash chute is located in the service corridor behind the West Food Court service operators. Always place trash in the chute. If the compactor is full or fails to operate for any reason, notify the management office. Store the trash in your premises until the compactor is returned to service. Leaving trash on the floor of the service corridor is forbidden. Trash that is allowed to pile up in the service corridor generates foul odors and increases the chances of attracting rodents.

Recycling

A recycling program based on a New York City ordinance is in effect at the Airport. Tenants must separate cans, bottles, plastic, and cardboard from their typical garbage in the West End Food Court, recycling carts are located near the trash chute for the containment of these items. In the East End, recycling carts are located near the compactor located outside the Terminal.

General Rules

Trash may not be left outside your store or in back hallways, stairwells, or passageways for any reason.

Never use the trash receptacles in the common area for your garbage. Remember, you, not the custodians, are responsible for disposing of your own garbage.

Trash should be removed from the premises on a regular basis. It should not accumulate within your store. Allowing wet garbage to accumulate may create a pest problem, and the accumulation of dry garbage is a potential source of fire.

SIGNAGE

The Tenant's storefront signage must be continuously illuminated during business hours.

As a general rule, all signage must remain within the lease line and be professionally fabricated. No handwritten signs, banners or flags are permitted, and under no circumstances shall any sign be attached to the storefront or adjacent windows.

All permanent signage must be approved in writing by the Landlord.

HOUSEKEEPING ISSUES

Merchant Operations Inspection

Landlord will periodically conduct inspections of your store. Specific areas which are targeted include maintenance issues such as:

Trash removal/control

Overall cleanliness/condition of storefront and storefront windows

Overall cleanliness/condition of store interior

Presentation and condition of visual merchandising displays

Proper operation of lighting and/or menuboards

Identification of code violation

Extermination

Currently the Port Authority provides extermination services within the premises on a regular basis. If normal exterminating services are not sufficient in controlling pests or vermin, the Tenant should consult with the exterminating representative regarding other methods of treatment. In all cases, however, the Tenant has ultimate responsibilities for the proper maintenance of the premises and may be required to supplement the exterminating services.

Window Cleaning

Tenants are responsible for keeping the interior and exterior of storefront windows clean. Windows must be cleaned on a regular basis, and should be scheduled before or after business hours.

Inspection Requirements/Maintenance of Systems

Tenants are responsible for the routine inspection, maintenance and repair of any and all smoke detection devices, fire suppression and extinguishing systems by licensed companies. Copies of all reports should be forwarded to the MarketPlace Development Management Office.

All food service operators shall contract for the periodic removal of solids from their grease interceptors, and the necessary servicing of grease producing equipment including, but not limited to, fans, ducts, hoods, drip pans, etc.

Conveyance of Services

The Tenant, their employees or contractors may not perform any work in the common area during hours the Food Court is open without the prior consent of the Landlord.

The Tenant shall not permit its contractor to perform work of any nature unless the contractor has submitted a properly completed Certificate of Insurance to the Landlord. In the event that a Certificate of Insurance is not on file with the Landlord, the Landlord will request that the Tenant's Contractor stop all work immediately until proper evidence of such a Certificate is submitted.

Store Operations

The Tenant shall not permit their employees or agents to engage in promotions on behalf of the Tenant in the common area without the prior written consent of the Landlord.

Tenants shall not play loud music or generate other noise that, in the opinion of the Landlord, prohibits the right of others from the quiet and peaceful enjoyment of the common area.

Tenants shall allow the Landlord or its representative immediate access to the premises upon reasonable request.

Deliveries

All deliveries to the premises shall be made according to the attached delivery plan. Delivery vehicles may not be left unattended. Deliveries should be scheduled so they do not conflict with peak hours at the airport.

The Departures Level ramp and roadway is restricted in height to vehicles less than 11'6" and in weight to vehicles less than 30,000 GVW. All vehicles exceeding these requirements must make deliveries to the Arrivals Level of the Central Terminal Building and follow the route shown on the delivery plan.

Delivery staff should at all times respect the flow of passengers within the Terminal. Proper right of way should be given to passengers when entering an elevator or steering a cart through the common areas of the Terminal.

All delivery carts, utility carts and trash collection dumpsters must adhere to the following specifications:

4" revolving white rubber, non-marking corner bumpers on platforms or base of carts.

Full encircling rubber bumpers around lower platform base.

Handles, bag holders or other components of carts that can cause damage, are to be protected with 3" revolving, white rubber, non-marking bumpers.

The base of all carts shall be of tubular construction.

All carts shall be equipped with 8" x 1.75" Semi-Pneumatic ball bearing wheels.

Schedule G

Port Authority Consent to Sublease

(see attached)

FINAL APPROVED FORM CONSENT
1997

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

CONSENT TO SUBLEASE

Port Authority Lease No. AGA-317
Facility - LaGuardia Airport

THIS CONSENT TO SUBLEASE AGREEMENT (hereinafter called "the Consent"), made as of [redacted] and among THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called "the Port Authority"), and MARKETPLACE LAGUARDIA LIMITED PARTNERSHIP (hereinafter called "the Lessee") and [redacted] (hereinafter called "the Sublessee") with an office and place of business at [redacted], whose representatives are [redacted]

WITNESSETH, That:

WHEREAS, by an agreement of lease dated September 19, 1994, bearing Port Authority Lease No. AGA-317 (said agreement of lease, as heretofore and hereafter supplemented and amended being hereinafter called the "Lease"), the Port Authority leased to MarketPlace LaGuardia Limited Partnership certain areas in the Central Terminal Building (hereinafter called "the Terminal") including those in its passenger concourses, its Center Section and its East and West Wings (hereinafter collectively referred to as "the premises") at LaGuardia Airport (hereinafter called "the Airport") to be used by such parties as may be approved by the Port Authority as provided therein; and

WHEREAS, the Lessee and the Sublessee have requested the consent of the Port Authority to a proposed sublease agreement between the Lessee and the Sublessee, dated [redacted] pursuant to which the Lessee has made available to the Sublessee certain space in the premises (hereinafter called "the Space") upon which the Sublessee shall operate a store to provide for the sale at retail of the goods/services set forth therein, a copy of which agreement is attached hereto, hereby made a part hereof and hereinafter called "the Sublease Agreement";

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

WHEREAS, the Sublessee and the Lessee have requested the consent of the Port Authority to the Sublease Agreement;

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority, the Lessee and the Sublessee hereby agree, effective as of , as follows:

1. On the terms and conditions hereinafter set forth the Port Authority consents to the Sublease Agreement.

2. Notwithstanding any provision of the Sublease Agreement to the contrary, including but not limited to Sections 1.1 and 3.2 thereof, this Consent and the Sublease Agreement shall terminate, without notice to the Lessee or the Sublessee, on the day preceding the date of expiration or earlier termination of the Lease, or on such earlier date as the Lessee and the Sublessee may agree upon (in those circumstances where the Lease does not require the consent of the Port Authority to such earlier termination); provided, however, that the Sublease Agreement shall not terminate in the event of the termination of the Lease prior to the expiration of the term of the Sublease Agreement if the Port Authority shall notify the Sublessee and the Lessee at or prior to such effective date of termination of the Lease that the Port Authority shall and does assume the rights and obligations of the Lessee thereunder from the date of such notice and upon such notice the Sublessee shall be deemed to have fully attorned to the Port Authority, all as more specifically set forth in the Lease. In the event of such termination, the Sublessee shall cease its activities and operations at the Terminal, quit the Space and remove its property and property for which it is responsible therefrom on or before the effective date of termination of the Sublease Agreement.

3. If the Lessee shall at any time be in default of any of its monetary obligations under the Lease, and for so long as the Port Authority deems such default to be continuing or uncured, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Lessee. No such payment shall relieve the Lessee from any obligation under

the Lease or under this Consent, but all such payments shall be credited against the obligations of the Lessee or of the Sublessee as the Port Authority may determine for each payment or part thereof.

4. (a) The Sublessee, in its operations under or in connection with the Sublease Agreement, agrees to assume, observe, be bound by and comply with all the terms, provisions, covenants and conditions of the Lease applicable thereto as if it were the Lessee under the Lease.

(b) All acts and omissions of the Sublessee (including but not limited to those on or with respect to non-exclusive areas, if any) shall be deemed to be acts and omissions of the Lessee under the Lease and, as between the Lessee and the Port Authority, the Lessee shall also be severally responsible for said acts and omissions, including, but not limited to, the obligations of indemnification and repair. Accordingly, pursuant to the foregoing sentence, those acts or omissions of the Sublessee which, if undertaken by the Lessee, would constitute a default or breach under the Lease are subject to the application of Lease provisions which are relevant to default and breach by the Lessee, including but not limited to those provisions which may provide Lessee with a grace period to cure a default and which may provide the Lessee an opportunity to perform where fulfillment of its obligation requires activity over a period of time.

5. (a) Without in any way affecting the obligations of the Lessee under the Lease and under this Consent, and the obligations of the Sublessee with regard to the indemnification provisions of the Lease, the Sublessee agrees to indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including attorneys' fees and other legal expenses, including the costs of its "in-house" legal staff as such costs are determined by the Port Authority, incurred in connection with the defense of) all claims and demands of third persons, including but not limited to, claims and demands for death and personal injuries or for property damages arising out of the interest of the Sublessee under the Sublease Agreement, any default of the Sublessee in the performance or observance of any term or provision hereof or out of the use, operation, control, or occupancy of the Space by the Sublessee or by others with its consent or out of any of the acts or omissions of the Sublessee, its officers, employees, contractors, agents, representatives, guests, invitees and business visitors on said Space or out of any of the acts or omissions of the Sublessee, its

officers, agents, representatives and employees elsewhere 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 through agreement of the Port Authority with the said City.

(b) If so directed, the Sublessee shall at its own expense defend any suits based upon any such claim or demand (even if such suit, claim or demand is groundless, false or fraudulent), and in handling such it shall not, and it shall cause its insurers to agree not to, 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.

(c) Notwithstanding anything to the contrary stated herein, including but not limited to the provisions of paragraph 6 herein, in any instance where the Sublessee's obligation to indemnify and hold harmless the Port Authority under this Consent is inconsistent, in conflict with or otherwise different from any obligation to indemnify the Port Authority under any provision of the Lease (to which the Sublease Agreement is subordinate and subject) which requires the Lessee to cause its subtenants to indemnify the Port Authority, then the controlling provisions shall be those which provide the broadest and most comprehensive indemnification of the Port Authority.

6. (a) Neither this Consent nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Lessee under the Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Sublessee as may be provided under the Sublease Agreement if not granted to the Lessee under the Lease, unless specifically set forth in this Consent, nor shall this Consent or anything contained herein impair or affect any of the duties, liabilities, or obligations imposed on the Lessee under the Lease.

(b) The Sublease Agreement is an agreement between the Lessee 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 Lessee, or the Sublessee that, except as expressly provided for in paragraph

2 herein under the circumstances therein described and then only to the extent therein provided, the provisions of the Sublease Agreement shall apply and pertain as between them, it being understood that the terms, provisions, covenants, conditions and agreements of the Lease shall, in all respects, be controlling, effective and determinative.

(c) In the event of differences and inconsistencies between the terms of the Sublease Agreement and the terms of the Lease, the terms of the Lease shall control, it being the intention of the Lessee and the Port Authority merely to permit the conduct of retail operations by the Sublessee to the extent permitted by the Lease, the Sublease Agreement and this Consent and not to enlarge or otherwise change the rights granted by the Lease. All of the terms, provisions, covenants and conditions of the Lease shall be and remain in full force and effect. In addition, in any case of difference or inconsistency between the provisions of this Consent and those of the Sublease Agreement, this Consent shall be controlling. The specific mention of or reference to the Lessee or the Port Authority in any part of the Sublease Agreement including, without limitation thereto, any mention of any consent or approval of either the Port Authority or the Lessee now or hereafter to be obtained, shall not be or be deemed to create an inference that either the Port Authority or the Lessee has granted its consent or approval thereto or shall hereafter grant its consent or approval thereto, or that the discretion of either the Port Authority or the Lessee as to any such consent or approval shall in any way be affected or impaired. The lack of any specific reference in any provision of the Sublease Agreement to the Port Authority's or the Lessee's approval or consent shall not be deemed to imply that no such approval or consent is required and the Lease shall, in all respects, be controlling, effective and determinative.

(d) No provision of the Sublease Agreement 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 Agreement covering actions which shall or may be undertaken by the Sublessee including, but not limited to, construction on the Space, title to property, the right to assign the Sublessee's interest in the Sublease Agreement, or to further sublease the subject Space or any part thereof, and the right to perform services, be deemed to imply or infer that either the Port Authority's or the Lessee's consent or approval thereto will be given or that the discretion

of either the Port Authority or the Lessee with respect thereto will in any way be affected or impaired. Reference in this paragraph to specific matters and provisions contained in the Sublease Agreement shall not be construed as indicating any limitation upon the rights of either the Port Authority or the Lessee with respect to their respective discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease Agreement which are not specifically referred to herein.

(e) It is hereby acknowledged and agreed by the Lessee and the Sublessee that, except as expressly provided in Section 1(e) of the Lease, the Port Authority has no obligation under the Lease, 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 unamortized capital investment in the Space or at the premises. Any specific mention of or reference in the Sublease Agreement to the Port Authority in connection with any payment or other compensation to the Sublessee, upon termination of the Sublease Agreement or the Lease or upon revocation of this Consent with or without cause, of any amount of the Sublessee's unamortized 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 Lessee to pay, subsidize or finance said unamortized capital investment, except in the event of a termination under Section 1(e) of the Lease, in which event the Port Authority's responsibility with respect to the Sublessee shall be strictly limited to the obligation expressly set forth in such Section 1(e).

7. No changes or amendments to the Sublease Agreement nor any renewals or extensions thereof shall be binding or effective upon either the Port Authority or the Lessee unless the same have been approved in advance by the Port Authority and the Lessee in writing. The Port Authority may at any time and from time to time by notice to the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto.

8. Anything contained in the Sublease Agreement or this Consent to the contrary notwithstanding, nothing in the Sublease Agreement or this Consent shall be deemed to imply that the Sublessee has the right to make any alteration, demolition, installation, addition or improvement to the premises or the Space, structural or non-structural, exterior or interior, including without limitation the installation of any signs at the Airport, except pursuant to the express written approval of the Port Authority and an approved

Alteration Application which the Lessee shall prepare and submit to the Port Authority as more specifically provided in the Lease.

9. This Consent may be revoked at any time by the Port Authority without cause on thirty (30) days' notice to the Lessee and Sublessee, and no such revocation shall be deemed to affect the Lease or the continuance thereof, but the Sublease Agreement shall be terminated thereby.

10. (a) The Sublessee acknowledges and agrees that prior to the principal term of the Lease, all amounts, including but not limited to all rentals and other fees and charges but not including payments required under the Sublease Agreement to be made to Lessee's contractor, shall be paid directly to, and in the sole name of, the Port Authority at P.O. Box 17309, Newark, New Jersey 07194, or, if directed by the Port Authority, to its bank lockbox, or to such other officer or address as may be substituted therefor by notice to the Sublessee from time to time. Neither any assignment by the Lessee to the Port Authority of its interest under the Sublease Agreement, nor the application or payment of security deposits to or for the benefit of the Port Authority, nor any direction to the Sublessee to pay rent or other amounts to the Port Authority, nor the payment thereof to and acceptance thereof by the Port Authority, all as described in Section 3(b) of the Lease, shall constitute or denote an assumption by the Port Authority of any of the obligations of the Lessee under the Sublease Agreement.

(b) The Sublessee further acknowledges and agrees that, consistent with Section 3(b) of the Lease and prior to the commencement of the principal term of the Lease, unless the Port Authority otherwise specifically directs or consents in writing, the Lessee shall have no right to take any action to terminate the Sublease Agreement with or without cause, to amend or extend the Sublease Agreement (which prohibition shall apply through said principal term as well), to waive, surrender, compromise or jeopardize any right or privilege of the Port Authority under the Sublease Agreement as provided in the Lease, or to pursue any remedies or relief to which the Port Authority shall be entitled thereunder or as a matter of law. The Port Authority shall have the right to mandate and direct the Lessee to take any action with respect to the Sublease Agreement, subject to the terms of Section 3(b)(1)(C) of the Lease.

(c) Without limiting the generality and notwithstanding the provisions of paragraph 6(b) herein, the Sublessee and the Lessee further acknowledge and expressly agree that the Port Authority

shall have the right to enforce the Sublease Agreement directly against the Sublessee, including but not limited to all insurance provisions thereof.

11. The Lessee and the Sublessee acknowledge and agree that, except as may be specifically and expressly set forth in the Lease and subject to the terms and conditions of the Lease, the Port Authority shall not be obligated to perform or furnish any services or utilities whatsoever in connection with the Sublease Agreement or the use and occupancy of the Space thereunder, including without limitation any obligation to provide or install or cause to be provided or installed any meters or submeters. Without limiting the generality of the foregoing, whenever the Port Authority undertakes pursuant to the Lease to sell, furnish and supply directly to the Sublessee a particular service or utility (e.g., Section 41 of the Lease), the Sublessee shall take the same from the Port Authority and make payment directly to the Port Authority, as required by the Lease, including but not limited to the payment as directed by the Port Authority of any charge, fee or rent or increase thereof (or the portion thereof allocated by the Port Authority to the Space or the operations therein) which any federal, state, municipal or other governmental body, authority or agency or any public utility assesses, levies, imposes, makes or increases.

12. (a) In addition to the insurance required to be maintained by the Lessee under the Lease, the Sublessee during the period the Sublease Agreement shall remain in effect shall in its own name as insured and including the Port Authority and the Lessee as additional insureds obtain, maintain and pay the premiums on a policy or policies of comprehensive general liability insurance, covering bodily injury, including death, products liability and property damage liability, none of the foregoing to contain care, custody or control exclusions, the foregoing to provide for coverage in the limits set forth below. All the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protection 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 or Lessee, or both, but such endorsement shall not limit, vary, change or affect the protection afforded the Port Authority and Lessee as additional insureds. In addition, the insurance required hereunder shall provide or contain an endorsement providing that the protection afforded the Port Authority or Lessee, or both, thereunder as additional insureds with respect to any claim or action against the Port Authority or

Lessee, or both, by the Sublessee shall be the same as the protection afforded the Sublessee thereunder with respect to any claim or action against the Sublessee by a third person as if the Port Authority and Lessee were the named insureds thereunder. Further, the said policy or policies of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Sublessee under subparagraphs (a) and (b) hereof.

	Minimum Limit
Comprehensive General Liability: Combined single limit per occurrence for death, bodily injury and property damage liability	$2,000,000

Without limiting the provisions hereof, in the event the Sublessee maintains 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 the terms and provisions hereof.

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 period the Sublease Agreement remains in effect. The Port Authority at any such time may make additions, deletions, amendments to or modifications of the above-scheduled insurance requirements, including an increase in such minimum limits, and may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem advisable and the Sublessee shall promptly comply therewith.

(b) As to the insurance required by the provisions of this paragraph, a certified copy of the policies or a certificate or certificates or binders satisfactory to the Port Authority evidencing the existence thereof, shall be delivered by Lessee to the Port Authority within fifteen (15) days after delivery of this Consent to the Port Authority. 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 a 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, unqualifiedly committing the insurer not to cancel, terminate, change or modify the policy without giving thirty (30) days' written advance notice thereof to the Port Authority. Each such copy or certificate shall contain an additional endorsement providing that the insurance carrier 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. Any renewal policy shall be delivered to the Port Authority at least thirty (30) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the Sublease Agreement. 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 be or become unsatisfactory to the Port Authority, the Sublessee shall promptly obtain a new and satisfactory policy in replacement thereof. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

13. The granting of this Consent by the Port Authority shall not be or be deemed to operate as a waiver of the rights of the Port Authority or as a consent as to any subsequent use, occupancy or sublease (by the Lessee or by the Sublessee) of the Space or any other portion or area of the premises under the Lease; or to any assignment of the Lease or the Sublease Agreement or of any rights under either of them, whether in whole or in part.

14. Reference herein to the "Sublessee" shall mean and include the Sublessee, its officers, agents, employees and also others on the Airport with the consent of the Sublessee.

15. Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof shall be held personally liable to the Lessee or to the Sublessee under any term provision of this Consent or because of its execution or because of any breach or alleged or attempted breach thereof or otherwise.

16. The Sublease Agreement shall not be changed, modified or extended except by written instrument duly executed by the parties thereto and only with the express prior written consent of the Port Authority.

IN WITNESS WHEREOF, the Port Authority, the Lessee and the Sublessee have executed these presents as of the date first above written.

ATTEST:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

_____
Secretary

By _____

(Title) _____

ATTEST:

MARKETPLACE
LAGUARDIA LIMITED
PARTNERSHIP

By: Marketplace LaGuardia Inc.,
General Partner

_____
Secretary

By X _____

(Title) President

(Corporate Seal)

ATTEST:

_____
Secretary

By _____

(Title) President

(Corporate Seal)

FORM E - Acknowledgment (N.Y. Corp.) 6/24/72

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the day of , 1997, before me came , to me known, who, being by me duly sworn, did depose and say that he resides at that he is the of The Port Authority of New York and New Jersey, one of the corporations described in, and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Commissioners of the said corporation; and that he signed his name thereto by like order.

(notarial seal and stamp)

STATE OF)
) ss.
COUNTY OF)

On the day of , 1997, before me personally came to me known, who being by me duly sworn, did depose and say, that he resides at that he is the President of MARKETPLACE LAGUARDIA, INC., general partner of MARKETPLACE LAGUARDIA LIMITED PARTNERSHIP, the entity referred to as the Lessee in the foregoing instrument; that he knows the seal of the said MarketPlace LaGuardia, Inc.; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said MarketPlace LaGuardia, Inc.; that he signed his name thereto by like order; that said execution was made as general partner of and on behalf of MARKETPLACE LAGUARDIA LIMITED PARTNERSHIP.

(notarial seal and stamp)

Acknowledgment (N.Y. Corp.)

STATE OF)
) ss.
COUNTY OF)

On the day of , 1997, before me personally came to me known, who being by me duly sworn, did depose and say, that (s)he resides at that (s)he is the President of , one of the corporations described in, and which executed the foregoing instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the said corporation; and that (s)he signed his name thereto by like order.

(notarial seal and stamp)

Schedule H

Form of Letter of Credit

Irrevocable Standby Letter of Credit No. _____

Issued in _____, Massachusetts on [Date]

Applicant:

[Tenant]
[Address]

Beneficiary:

MarketPlace LaGuardia Limited Partnership
50 Federal St.
Boston, MA 02110

Amount: $_____

Date and Place of Expiration:
[Date] at [Issuing Bank's Counters]

Credit Available With: [Issuing Bank]

Available By Drafts at Sight.

We hereby establish our irrevocable Letter of Credit in your favor for the account of [Tenant], up to an aggregate amount not to exceed _____ Thousand Dollars ($_____), available by your draft(s) drawn on us at sight accompanied by:

- A statement purportedly signed by an authorized officer of the Beneficiary which provides that the Applicant is in default of its obligations to the Beneficiary under a lease (the "Lease") dated [date], between the Beneficiary, as landlord, and the Applicant, as tenant, and that on account of such default, the Beneficiary is entitled to draw under this Letter of Credit, or a statement purportedly signed by an authorized officer of the Beneficiary which provides that the Applicant has failed to provide a replacement letter of credit in accordance with the terms of the Lease, and that on account thereof, the Beneficiary is entitled to draw under this Letter of Credit; and

- This original Letter of Credit.

This Letter of Credit shall expire at our office on [date] (the "Stated Expiration Date") or any other automatically extended expiration date. It is a condition that this Letter of Credit shall be deemed automatically extended without amendment for successive one (1) years periods from the Stated Expiration Date, unless at least sixty (60) days prior to the then-current expiration date, we send you and the Applicant notice in writing by registered/certified mail, return receipt requested, or by overnight courier, that we elect not to renew this Letter of Credit for any such additional one (1) year period.

This Letter of Credit is for the benefit of the Beneficiary and its successors and assigns.

Draft(s) and/or documents must be presented at [address of issuing bank].

We undertake that draft(s) drawn and presented in conformity with this Letter of Credit will be duly honored.

Partial drawings are permitted.

_____
[Authorized Signature]

WITNESS the execution hereof as a sealed instrument this ____ day of _____, 1997.

GUARANTOR: _____

By:_____
Its _____
Hereunto duly authorized

Witness:

_____

Guarantor's Address:

_____

_____

Schedule I

Approved Menus

Akoya

Breakfast Selections

All Omelets
Scrapple Sandwich
Eggs - Any Way
Frittata
Corned beef Hash
French Toast
Homemade Pancakes
Belgian Waffles
Home Fries
Scrapple

All Breakfast Meats
Hot and Cold Cereals
Breakfast Burrito
Eggs Benedict
Fresh Fruit
Danish
Muffins
Bagels
All Egg Sandwiches

Sides, Snacks, & Appetizer's
All Salads
All soups
Steamed or fried dumplings - any stuffing
Tso, Teriyaki or sesame wings
Spring Rolls
Edamame
Calamari
Shrimp Ragoons
Mongolian Beef Sticks
Lettuce Wraps
Crab Cakes
Spare Ribs
Tofu

Asian Pizza
Hot eel
Pacific Prawns
Asian Ravioli
Shrimp Shu Mei
Ginger Coconut Shrimp
Satay Sticks
Combination Platter to include "appetizer" items listed
Brown and White Rice

Lunch & Dinner Selections

All Sushi
All Rolls
All Sashimi
Seared Ahi Tuna
Sky Chicken
Kung Pao Chicken
Teriyaki Chicken
Wok Cashew Chicken
Chicken & Broccoli
Black Bean Chicken
Chicken in Oyster Sauce
Lemongrass Scallops
Sesame crusted tuna
Teryaki Salmon
Szechwan shrimp & scallops
Shrimp in velvet sauce
Fish hot pot to include a variety of
Seafood Items

Mongolian Beef
Firecracker Sirloin
Wasabi Sirloin
Pepper Steak
Spicy Beef with vegetables
Asian BBQ Pork
Crab - all types
Lobster
Shrimp
Mussels
Clams
Scallops
Fish - all types
Asian Wrap Sandwiches in any combination
Suiyaki Steak Sandwich
Spicy Long Beans
Bok Choy
Stir Fried EggplantSingapore Noodles
Singapore Noodles w/Chicken
Harmonized Vegetable Feast
Garlic Snowpeas
Duck - served all ways

Lamb Chops - served all ways
Spinach & Garlic

Pad Thai noodles with:
mixed vegetables
pulled chicken
beef
shrimp
pork

Lo Mein with:
pork
chicken
beef
vegetables
shrimp
house (mix of above)

Fried Rice with:
chicken
pork
beef
shrimp
lobster

All Beverages
All Non-alcoholic beverages
All Desserts

Breakfast Selections

All Omelets
Jet Rock Scrapple Sandwich
Eggs - Any Way
Frittata
Corned beef Hash
French Toast
Homemade Pancakes
Belgian Waffles

Home Fries
Scrapple
All Breakfast Meats
Hot and Cold Cereals
Breakfast Burrito
Eggs Benedict
Fresh Fruit
Cinnamon Buns
Bagels
All Egg Sandwiches
Muffins

Danishs

Snack, Lunch & Dinner Selections

Crispy Chicken Fingers
Jalapeno Poppers
Barbeque Baby Back Ribs
Buffalo Shrimp
All Kabobs
Potato Skins
Mozzarella Sticks
Buffalo Wings
Buffalo Strips
Jet Rock Sampler **(including only items on menu)**
Onion Rings
All types of Fries
All Soups
Quesadillas
Hot Dogs
All Types of Nachos
Stuffed Mushrooms
Macaroni and Cheese

Potato Salad
Cole Slaw
Jet Rock Club
All Cheesesteaks
Chicken Cheesesteak
Charbroiled Chicken Sandwich
Blackened Chicken Sandwich
Buffalo Chicken Sandwich
Filet Mignon Sandwich
Crispy chicken Club
Cuban Sandwich
Burgers with all toppings
Tacos of all types
Breaded Chicken Sandwich
Pizza (all sizes, shapes, toppings & stuffings) 3 at One Time
All Salads
Soup and Salad Combo
Soup and Sandwich Combo
Quiche
Barbeque Boneless Chicken
Chicken Finger Parmesan
Crab Cakes
Peel and Eat Shrimp
Vegetable Stir Fry
Tuna Steak
Tuna Steak Melt
Salmon
Catch of the Day
Steak of any type
Tuna Salad
Chicken Salad
Turkey Salad
Shrimp salad
Egg Salad
All Deli Sandwiches
All Wrap Sandwiches in any combination
All Non-alcoholic beverages
All Hoagies
Pulled Pork
Milkshakes
Mixed Vegetables
All Pita Sandwiches
Meatloaf
Mashed Potatoes

*No Specialty Coffee Drinks

Certificate of Vote

I, Eric Blatstein, Secretary of LGABEV, Inc., which corporation is the General Partner of LGA Airport Restaurants, L.P., hereby certify that the following is a true copy of a resolution of the board of directors of LGABEV, Inc., acting on behalf of LGA Airport Restaurants, L.P., and which resolution was adopted at a meeting duly called and held on May 31, 2002, a quorum being present and acting throughout, and that such resolution has not been revoked, amended or modified and is in full force and effect:

> VOTED: That the President of LGABEV, Inc. be and is hereby authorized, singly, to execute and deliver on behalf of LGA Airport Restaurants, L.P. a lease between MarketPlace LaGuardia Limited Partnership, as landlord, and LGA Airport Restaurants, L.P. as tenant, and all related amendments, agreements, certificates, consents, instruments and documents, for approximately 6321 rentable square feet of retail space located in the Central Terminal Building at LaGuardia Airport, New York City, New York, upon such terms and conditions as the signing officer shall determine to be necessary or appropriate. The signature of the President of LGABEV, Inc. as General Partner acting on behalf of LGA Airport Restaurants, L.P. thereon shall conclusively evidence its approval by this vote.

This is to certify further that as of the date hereof Eric Blatstein is the President of LGABEV, Inc.

Dated: MAY 31, 2002

LGA AIRPORT RESTAURANTS, L.P.
BY: LGABEV, INC.
General Partner

BY: _____
Eric Blatstein
Secretary of LGABEV, Inc.

THIS CONSENT AGREEMENT SHALL NOT BE BINDING UPON THE PORT AUTHORITY UNTIL DULY EXECUTED BY AN EXECUTIVE OFFICER THEREOF AND DELIVERED TO THE AIRLINE AND THE SUBLESSEE BY AN AUTHORIZED REPRESENTATIVE OF THE PORT AUTHORITY

Port Authority Lease No. AYD-350
Consent to Sublease No. AYD-838
Facility: John F. Kennedy International Airport

CONSENT AGREEMENT

THIS CONSENT AGREEMENT, effective as of May 30, 2008 ("*Effective Date*"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("*Port Authority*") and OTG ~~MANAGEMENT~~ JFK T5 VENTURE, LLC ("*Sublessee*"), a limited liability company organized and existing under the laws of the State of Delaware with an office and place of business at ~~One International Plaza, Suite 145, Philadelphia, Pennsylvania 19113~~ 335 West Butler Avenue, Suite 120, Chalfont, PA, 18914, whose representative is Christopher J. Redd, and consented to by **JETBLUE AIRWAYS CORPORATION** ("*Airline*").

WITNESSETH, That:

WHEREAS, by a certain agreement of lease made as of the 6th day of May, 2005 and bearing Port Authority Lease No. AYD-350 (as the same may have been 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 as more particularly set forth in the Airline Lease (the "*Terminal*"); 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 Sublessee have entered into an agreement of sublease covering portions of the Terminal under the Airline Lease (such portions, being hereinafter collectively called the "*Space*" or the "*Spaces*"), a copy of which is attached hereto and made a part hereof (the "*Sublease*"), subject to the consent of the Port Authority and the execution of this Consent by and among the Airline, Sublessee and the Port Authority;

NOW, THEREFORE, for and in consideration of the covenants and mutual

agreements herein contained, the Port Authority, the Airline and the Sublessee hereby agree effective as of the Effective Date, as follows:

1. Consent. On the terms and conditions hereinafter set forth, the Port Authority consents to the Sublease.

2. Term of Consent. Notwithstanding anything in the Sublease to the contrary, both this Consent Agreement and the Sublease shall terminate, without notice to the Airline 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 6 hereof; (c) the date of expiration or earlier termination of the Sublease; or (d) such earlier date as the Airline and the Sublessee may agree upon subject to the terms and provisions hereof. Notwithstanding the foregoing, however, no termination of the Sublease shall diminish, limit, alter, affect, modify or impair the obligations, liabilities, or responsibilities of the Airline under the Airline Lease or release or relieve the Airline from the same or from any of the terms, provisions, covenants and conditions of the Airline Lease on its part to be kept, performed or observed. 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 revocation, expiration or termination of the Sublease.

3. Breach or Default of Airline Lease. If the Airline shall at any time be in breach or default of its obligations under the Airline Lease, beyond applicable notice and cure periods, the Sublessee shall on demand of the Port Authority pay directly to the Port Authority any rental, fee or other amount due to the Airline from the Sublessee (including, but not limited to, late charges, liquidated damages, fines and the like). No such payment shall relieve the Airline from any obligation under the Airline Lease or under this Consent but all such payments shall be credited against the obligations of the Airline or of the Sublessee, as the Port Authority may determine for each payment or part thereof.

4. Controlling Documents; Conflicts and Inconsistencies.

(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, 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, 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. 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 nor constitute or be deemed to

constitute a release of the Airline from any such duties, responsibilities, liabilities and obligations. The Sublease is an agreement between the Airline 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 and the Airline 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 shall, in all respects, be controlling, effective and determinative. The specific mention of or reference to the Port Authority in any part of the Sublease, including, without limitation thereto, any mention of any consent or approval of the Port Authority now or hereafter to be obtained, shall not be or be deemed to create an inference that the Port Authority has granted its consent or approval thereto under this 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 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 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 Airline 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) In any case of any conflict with, or 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, those of the Airline Lease shall control. Accordingly, 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.

(e) 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.

(f) Notwithstanding anything to the contrary stated in the Sublease, the following shall supercede and control with respect to the Sections of the Sublease which are referenced, below, if and to the extent of any conflict between this Consent and the said Sublease Section:

(1) Article I. "Definitions":

(a) Cleaning Specifications – reference to Section 7.02(i) shall be changed to Section 10.11;

(b) Commencement Date – the phrase "as set forth in a written notice to Concessionaire" shall be added at the end of the definition;

(c) Gross Receipts - Notwithstanding the sentence at the end of the first paragraph in the definition of Gross Receipts contained in the Sublease (i.e., the sentence identifying four exclusions from Gross Receipts), the Master Lease controls in all respects with regard to (a) items which are included in, or excluded from, Gross Receipts and (b) the meaning of the term Gross Receipts (set forth in Section 94, entitled "Definitions", of the Master Lease.

(d) Port Authority Share and Sublandlard Share- Notwithstanding the definitions contained in the Sublease for each of the terms Port Authority Share and Sublandlord Share, for avoidance of doubt, the phrase "excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Sublandlord Concession Manager" shall refer only to certain items of Additional Rent (as defined in the Sublease) and not to the Minimum Annual Guarantee or Percentage Rent (as such terms are defined in the Sublease), and shall not include any expenses personally incurred by the Sublandlord Concession Manager (as defined in the Sublease)

(e) Security Deposit – reference to Section 26.19 shall be changed to Section 25.19.

~~(2) Section 2.04 "Delivery of Premises; Concessionaire's Work Generally". In subparagraph (a), the Sublessee shall have at least sixty (60) days from the Commencement Date to substantially complete the Concessionaire's Work (as defined in the Sublease) and, accordingly, the Substantial Completion Date shall be no longer than the expiration of such 60 day period.~~

OTB/GSR

PA/GWE

(3) Section 10.02, "Concessionaire's General Maintenance Obligations" – Nothing in Section 10.02, entitled "Concessionaire's General Maintenance Obligations", constitutes a modification of the Airport Lease as between the Port Authority and the Airline.

(4) Section 10.09, "Trash and Refuse" and Section 10.11, "Cleaning and Janitorial Services" - The Lessee shall use commercially reasonable efforts to operate, or cause to be operated, the loading dock and storage areas of the Master Lease Premises in an efficient and coordinated manner that supports the use of such facilities by Sublessee and the other concessionaires in connection with their respective businesses, and Sublessee shall have no obligation to manage or operate, to cause to be managed or operated, or to agree to manage or operate, a program for trash removal, the loading dock, the storage areas or any other common areas at the Terminal.

(5) Section 12.02(e), "Additional Details and Coverages" – Nothing in subparagraph (e) is intended to amend or modify the overlease, i.e., the Airline Lease, as between the Port Authority and the Airline. In addition, in the penultimate sentence of Section 12.02(e), evidence of insurance coverage shall be furnished to both the Airline and the Port Authority.

(6) Section 12.07, "General Indemnification" – As between the Sublessee and the Port Authority, the provisions of paragraph 11 of this Consent shall control over the provisions of Section 12.07 if and to the extent that the provisions of Section 12.07 provide exclusions to the Sublessee's indemnification/hold harmless obligations to the Port Authority or are otherwise more limited than the provisions set forth in this Consent.

(7) Section 13.07, "Indemnification" - The Port Authority shall be added as a party that must be indemnified, held harmless and reimbursed by the Sublessee under Section 13.07.

(8) Section 14.01(e), "Limitations, Prohibitions" - It is understood and agreed that any Port Authority consent to a subleasing or licensing contemplated with an entity using the trade name "Roma Pizza", for a pizza and Italian food restaurant, shall be required to be in writing, executed by the relevant parties, including, without limitation, the Sublessee and the proposed sublessee/licensee.

(9) Section 25.02, "Government Reservations And Restrictions" shall be and be deemed deleted.

(10) Section 25.06(b) "Entire Agreement; Amendment" – The following sentence shall be added to this Section: "Furthermore, any alteration, amendment, change or addition to this Sublease shall be subject to the consent of the Port Authority, which consent shall be in the sole and absolute discretion of the Port Authority."

(11) Section 25.19, "Security Deposit Generally". The amount of the security deposit to be provided to the Port Authority shall be as set forth in paragraph 25(a) of this Consent, which shall supercede Section 25.19(a).

5. Required Port Authority Consent. 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 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 Airline Lease or the Sublease or of any rights under any of the foregoing, whether in whole or in part.

6. Revocation of Consent.

(a) The Port Authority shall have the right to revoke this Consent at any time without cause, as to any one or more (if applicable) of the Spaces at which the Sublessee has permission to operate on thirty (30) days' notice to the Sublessee and the Airline, and no such revocation shall be deemed to affect the Airline Lease or the continuance thereof, but the Sublease as it applies to the Space which is subject to revocation shall be terminated thereby.

(b) In the event the Port Authority exercises its right to revoke this Consent if the Sublessee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Consent, the Sublessee 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 Consent 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 Consent.

7. Utilities.

(a) 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.

(b) Except as expressly permitted under the Airline Lease, 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 Sublessee the cost of any utilities other than as aforesaid in this paragraph. For purposes of this paragraph, the reference in Section 73(j) of the Airport Lease to "electricity" being charged to the Restaurant Owner shall include the cost of "natural gas", as an alternative or supplement to electricity.

8. Compliance with Laws. 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.

9. Late Charges.

If the Sublessee shall fail to pay any amount to the Port Authority required under this Consent or the Sublease 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 6 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.

10. No Responsibility of Port Authority for Capital Investment.

It is hereby acknowledged and agreed by the Airline 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 upon revocation of this Consent, with or without cause, of any amount of the Sublessee's 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 Sublessee or the Airline to pay, subsidize or finance said capital investment.

11. Indemnification.

(a) Without in any manner affecting the obligations of the Airline under the Airline Lease 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 Airline under the Airline Lease. 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, members (in their capacity as members of the Sublessee as a limited liability entity), managers (in their capacity as managers of the Sublessee as is a limited liability entity), partners (if Sublessee is a partnership), customers, guests, invitees and other persons who are doing business with the Sublessee or who are at the Space or the Terminal 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 Airline 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 Airline under the Airline Lease and the Airline shall also be severally responsible therefor, including but not limited to the obligations of indemnification, repair and replacement.

(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.

12. Insurance.

(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, and completed operations and covering bodily injury, including death, and property damage liability, and host liquor 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
Host liquor liability	$5,000,000

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. If the Port Authority at any time so requests, a certified copy of each of the policies shall be delivered to the Port Authority.

13. Affirmative Action; Airport Concession Disadvantaged Business Enterprise (ACDBE) Participation.

(a) 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.

(b) The Sublessee is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Sublessee agrees that Schedule G, attached to the Sublease and this Consent, is hereby made a part hereof and incorporated by reference herein and the Sublessee shall comply with its terms and provisions.

14. Subordination of Sublease.

Nothing contained in this Consent nor in 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, consistent with paragraph 4 hereof. Neither a partnership nor any joint venture is hereby or by the Sublease created or implied notwithstanding the provisions of the Sublease.

15. Construction and Repairs. 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 Terminal including without limitation the installation of any signs at the Airport. The Airline 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 Airline shall prepare and submit to the Port Authority.

16. Notices. Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices 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 Airline and their respective offices shall be as set forth in the Airline Lease. 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.

17. Basic Lease Provisions.

(a) Certain Definitions.

(i) "*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, 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 from time to time may have been or may be supplemented, amended and/or restated.

(ii) "*City*" shall mean The City of New York, a municipal corporation of the State of New York.

(b) The Sublessee acknowledges that it has received a copy of, and is familiar with the contents of, the Basic Lease. The Sublessee acknowledges that no greater rights or privileges are hereby granted to the Sublessee than the Port Authority has the power to grant under the Basic Lease.

(c) In accordance with the provisions of the Basic Lease, the Port Authority and the Sublessee hereby agree as follows:

(i) This Consent is subject and subordinate to the Basic Lease and to any interest superior to that of the Port Authority;

(ii) The Sublessee shall not pay the fees or other sums under this Airline Lease for more than one (1) month in advance (excluding security and other deposits required under this Airline Lease);

(iii) With respect to this Consent, the Sublessee on the termination of the Basic Lease will, at the option of the City, enter into a direct consent on identical terms with the City;

(iv) The Sublessee shall indemnify the City, as third party beneficiary hereunder, with respect to all matters described in Section 31 of the Basic Lease;

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

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

(vii) The failure of the Sublessee to comply with the foregoing provisions shall be an event of default under this Consent, which shall provide the Port Authority with the right to revoke this Consent and exercise any other rights that the Port Authority may have as the grantor of the permission hereunder; and

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

18. Inspection.

(a) 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 Sublessee of its obligations under this Consent and for the doing of any act or thing which the Port Authority may be obligated or have the right to do under this Consent, the Airline Lease, or otherwise.

(b) Further, the Port Authority shall have the right to inspect the Sublessee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Sublessee, and any activities or operations of the Sublessee hereunder. Upon request of the Port Authority, the Sublessee shall operate or demonstrate any machines or equipment owned by or in the possession of the Sublessee at the Space or to be placed or brought on the Space, and shall demonstrate any process or other activity being carried on by the Sublessee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Sublessee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

19. No Waiver.

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

20. Continued Exercise of Privilege After Expiration, Revocation or Termination.

Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Sublessee shall continue to perform any of the privileges granted to the Sublessee hereunder (the "Authorized Privileges") after the expiration, revocation, cancellation or termination of the effective period of the permission granted under this Consent, 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 Consent or other remedies the Port Authority may have by law or

otherwise, the Sublessee 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, termination or cancellation and ending on the date that the Sublessee shall cease to perform the Authorized Privileges at the Premises equal to twice the sum of all fees payable hereunder. Nothing herein contained shall give, or be deemed to give, the Sublessee any right to continue to perform any of the Authorized Privileges at the Terminal after the expiration, revocation, cancellation or termination of the effective period of the permission granted under this Consent. The Sublessee acknowledges that the failure of the Sublessee to cease to perform all the Authorized Privileges at the Terminal from and after the effective date of such expiration, revocation, cancellation or termination will or may cause the Port Authority injury, damage or loss. The Sublessee 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 Sublessee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

21. Waiver of Trial by Jury.

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

22. Business Development and Records:

(a) In connection with its use of the Space hereunder, the Sublessee shall:

(i) use its best efforts in every proper manner to develop and increase the business conducted by it under the aforedescribed consumer services agreement ;

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

(iii) maintain, in English and accordance with accepted accounting practice, during the effective period of this Consent, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until the Sublessee shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records and work schedules) recording all transactions of the Sublessee at, through, or in any way

connected with its operations at the Terminal or elsewhere at the Airport, and outside the Airport if the order therefor is received at the Airport, which records and books of account shall be kept at all times within the Port of New York District and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(iv) cause any Affiliate (as herein defined) of Sublessee, if any such company performs services similar to those performed by the Sublessee to maintain, in English and in accordance with accepted accounting practice, during the effective period of this Consent, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until the Sublessee shall, upon request to the Port Authority, receive written permission from the Port Authority to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, and work schedules) recording all transactions of each Affiliate at, through, or in anywise connected with the Airport, which records and books of account shall be kept at all times within the Port of New York District and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport. An *"Affiliate"* with respect to the Sublessee is any person or entity which directly or indirectly controls, is controlled by, or is under common control with the Sublessee; the term "control" (including the terms controlling, controlled by, and under common control with) shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the person, whether through the ownership of voting securities, by contract, or otherwise;

(v) permit and/or cause to be permitted in ordinary business hours during the effective period of this Consent, for one (1) year thereafter, and during such further period as is mentioned in the preceding paragraphs (a)(iii) and (a)(iv), the examination and audit by the officers, employees and representatives of the Port Authority of all the records and books of account of the Sublessee (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of gross receipts, all agreements, and all source documents) and all the records and books of account of all Affiliates (including without limitation all corporate records and books of account which the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of gross receipts and all agreements, and all source documents) (all of the foregoing records and books described in this paragraph (a)(v) being hereinafter collectively referred to as the "*Books and Records*") within twenty (20) days following any request by the Port Authority from time to time and at any time to examine and audit any Books and Records; and

(vi) install and use such cash registers, sales slips, invoicing machines and any other equipment and devices, including without limitation computerized record-keeping systems, for recording orders taken, or services rendered, as may be appropriate to the Sublessee's business and necessary or desirable to keep accurate Books and

Records as aforesaid, and without limiting the generality of the foregoing, for any activity involving cash sales, install and use cash registers or other electronic cash control equipment that provides for non-resettable totals;

(vii) in those situations where the books and records have been generated from computerized data (whether mainframe, minicomputer, or PC-BASED computer systems), provide, or cause to be provided, to the Port Authority's representative extracts of data files in a computer readable format on data disks, E-mail with attached files or alternative computer data exchange formats suitable to the Port Authority in its sole discretion; and

(viii) permit the inspection by the officers, employees and representatives of the Port Authority and those of the Airline of any equipment used by the concession operator including, but not limited to, any of the equipment described in subparagraph (1)(vi) above.

(b) Without implying any limitation on the right of the Port Authority to revoke this Consent for cause for breach of any term, condition or provision thereof, including but not limited to, breach of any term, condition or provision of paragraph (a) above, the Sublessee understands that the full reporting and disclosure to the Port Authority of all gross receipts and the Sublessee's compliance with all the provisions of paragraph (a) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under this Consent. In the event any Books and Records are maintained outside the Port of New York District or in the event of the failure of the Sublessee to comply with all the provisions of paragraph (a) above then, in addition to all, and without limiting any other, rights and remedies of the Port Authority and the Airline under this Consent or otherwise and in addition to all of the Sublessee's other obligations under this Consent:

(i) the Port Authority may estimate the gross receipts on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Sublessee and the fees based thereon shall be payable to the Port Authority when billed; and/or

(ii) if any Books and Records are maintained outside of the Port of New York District, then the Port Authority in its sole discretion may (x) require on ten (10) days' notice to the Sublessee that any such Books and Records be made available to the Port Authority within the Port of New York District for examination and audit pursuant to paragraph (a)(v) hereof and/or (y) examine and audit any such Books and Records pursuant to paragraph (a)(v) at the location(s) they are maintained and if such Books and Records are maintained within the contiguous United States the Sublessee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority, for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit and if such Books and Records are maintained outside the contiguous United States the Sublessee shall pay

to the Port Authority when billed all costs and expenses of the Port Authority, as determined by the Port Authority, of such examination and audit, including but not limited to, salaries, benefits, travel costs and related expenses, overhead costs, and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

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

(d) In the event that upon conducting an examination and audit as described in this paragraph, the Port Authority determines that unpaid amounts are due to the Port Authority by the Sublessee (the "*Audit Findings*"), the Sublessee 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 shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Sublessee under this Consent 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 Consent or otherwise 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 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 or otherwise, including, without limitation, the Port Authority's rights to revoke this Consent or (ii) any obligations of the Sublessee under this Consent or the Sublease.

(e) The foregoing auditing costs, expenses and amounts of the Port Authority set forth in paragraphs (b), (c) and (d) above shall be deemed fees under this Consent payable to the Port Authority with the same force and effect as the basic fee/rent and all other fees/rent payable to the Port Authority hereunder.

23. Sublessee Payments and Statements.

(a) The Sublessee shall pay to the Port Authority the fees, as applicable, due to the Port Authority at the times and in accordance with the terms and provisions of the Sublease. All amounts to be paid to and all statements to be submitted to the Port Authority by the Sublessee pursuant to this Consent and the Sublease shall be made in accordance with Article 3 of the Sublease.

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

24. Port Authority Reserved Uses.

In addition to any other uses prohibited by the express terms of the Sublease, the Sublessee is prohibited in engaging in any of the following uses, operations or installations at the Space, which the Port Authority has reserved exclusively to itself and its designees: (i) advertising, (ii) public telephones (sometimes also referred to as "pay phones" "pay telephones" or "public telephones"), pre-paid phone cards (except Sublessee may sell Port Authority sponsored pre-paid telephone cards purchased from a pre-paid telephone card contractor, subcontractor or permittee of the Port Authority), facsimile transmission machines and other public communications services and facilities, including without limitation, public communications services and facilities that operate within the licensed spectrum radio frequency allocations and including in particular, but without limitation, "cellphone"/cellular technology and any technology that substitutes for, replaces or is used in conjunction with cellphone/cellular technology, and also including all Port Authority-owned or operated information and communications technology infrastructure for common Airport use, (iii) vending machines dispensing anything including, but not limited to, catalog and electronic sales (except in non-public areas of the Space for products then permitted to be sold on the Space under agreements or subleases approved by the Port Authority), (iv) ground transportation (including vehicle rentals) reservations, and (v) provision of on-airport baggage carts (other than shopping carts made available free of charge to retail shoppers within the concession areas) or other on-airport baggage-moving devices.

25. Other Security Deposits.

(a) With respect to the letter of credit as security for the Port Authority, in connection with the Sublease, such letter of credit shall be in favor of the Port Authority, and payable in the Port of New York District in the amount of Two Hundred Fifty Thousand Dollars and No Cents ($250,000.00). 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.

(b) If the Sublessee is obligated by any other agreement with the Port Authority to maintain a security deposit with the Port Authority to insure payment and performance obligations of the Sublessee to the Port Authority pursuant to any such other agreement or otherwise, then any deposit pursuant thereto shall also secure the obligations of the Sublessee under this Consent and serve as security hereunder, in

addition to the amount of any required security cited in Section 25.19 of the Sublease, and in addition to such security continuing to serve as such under such other Port Authority agreement. In such case, all provisions of such other agreement relating to such deposit are hereby incorporated herein by this reference as though fully set forth herein. The termination, revocation, cancellation or expiration of any other agreement to which such security shall apply, or any permitted assignment of such other agreement, shall not affect such obligations as to such security which shall continue in full force and effect hereunder.

26. Third Party Beneficiary; Enforcement. The Port Authority is an express and intended third party beneficiary of the Sublease and the Port Authority shall have the right, but not the obligation, to directly enforce the provisions of the Sublease as well as the right to enforce the provisions of this Consent. The obligation of the Sublessee to pay fees or rent hereunder is for the benefit of both the Port Authority and the Airline and the payment thereof may be enforced by either or both the Port Authority and the Airline, individually or collectively. In the event of any breach or default by the Sublessee in paying the fees due under this Consent, the Airline shall have the right and obligation to enforce payment thereof and to exercise all necessary remedies in connection therewith and, without limiting or affecting the rights of the Port Authority to collect the fees due hereunder for the account of both the Port Authority and the Airline, the Port Authority shall not have any obligation to the Airline to incur any expenses or to commence any legal proceeding to collect unpaid fees or rent from the Sublessee; provided, however, that all fees/rent due hereunder to the Port Authority and collected by the Airline shall be remitted by the Airline to the Port Authority as and when collected and that all fees/ret due hereunder to the Airline and collected by the Port Authority shall be remitted by the Port Authority to the Airline as and when collected.

27. Labor Harmony at the Airport

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

If any type of strike, picketing, boycott or other labor-related disruption is directed against the Sublessee at the Terminal, or against its operations thereat pursuant to this Consent which (i) physically interferes with the operation of the Airport, the Terminal or the Space, or (ii) physically interferes with public access between the Space and any portion of the Terminal or the Airport, or (iii) physically interferes with the operations of other operators at the Airport or the Terminal, or (iv) presents a danger to

the health and safety of users of the Airport or the Terminal, including persons employed thereat or members of the public, the Port Authority shall have the right at any time during the continuance thereof to take such actions as the Port Authority may deem reasonable under the circumstances, including, without limitation, revocation of this Consent on five (5) days' written notice to the Lessee and the Sublessee, subject to applicable laws and regulations..

(b) Labor peace agreement. To assure that labor harmony is maintained at the Airport, the Sublessee agrees that it shall deliver to the Port Authority one of the following: (1) evidence that the Sublessee has entered into a signed "labor peace agreement" with a labor organization that seeks to represent the Sublessee's employees that contains provisions under which the labor organization and its members agree to refrain from engaging in any picketing, work stoppages, boycotts or any other economic interference with the Sublessee's operations, (2) written notification from an officer of the Sublessee on the Sublessee's letterhead that no labor organization (as defined by 29 U.S.C. Section 152(5)) is seeking to represent the employees of the Sublessee at the Airport as of the date of such notification, or (3) written notification from an officer of the Sublessee on the Sublessee's letterhead that Sublessee and a labor organization seeking to represent the employees of the Sublessee have been unable to agree upon the terms of a "labor peace agreement" that otherwise complies with clause (1) above, and that Sublessee has extended a written offer to such labor organization to enter into mediation to reach such agreement. Should the labor organization that seeks to represent the Sublessee's employees and the Sublessee fail to reach a resolution on the terms of the "labor peace agreement" set forth in clause (1) above, within a period of sixty (60) calendar days from the commencement of mediation, then, upon notice by either party to the other, the dispute shall be submitted to binding arbitration by a single neutral arbitrator (who shall be selected by the parties from a list of neutral arbitrators provided to the parties by the American Arbitration Association ("AAA")) and in accordance with the Commercial Rules of the AAA. Both the cost of mediation and arbitration will be split evenly between the parties. The labor peace agreement provided in (1), or the notification provided in either (2) or (3), of the preceding clause, shall be delivered to the Port Authority no later than ninety (90) days after the execution of this agreement. If after the expiration of such ninety (90) day period, the Sublessee has not provided such labor peace agreement or either such notification, then the Port Authority shall have the right to take such reasonable actions as the Port Authority may deem appropriate including, without limitation, revocation of this Consent on five (5) days' written notice to the Lessee and Sublessee, subject to applicable laws and regulations, it being understood, that nothing in this subsection shall limit the Port Authority's rights to take any actions it deems reasonable under the circumstances to ensure labor harmony as provided in subsection (a) of this Section during the entire term of this Consent. In the event that the Sublessee has delivered the notification provided in clause (2) of the first sentence of this paragraph, and thereafter a labor organization (as defined by 29 U.S.C. Section 152(5)) seeks to represent the employees of the Sublessee at the Airport, the Sublessee shall provide the Port Authority with notice of such change in circumstances, and follow the procedures set forth in this paragraph.

(c) Employee Retention. If the Sublessee's concession at the Space is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Premises (the "Predecessor Concession"), the Sublessee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Sublessee at the Space. The foregoing requirement shall be subject to the Sublessee's commercially reasonable determination that fewer employees are required at the Space than were required by the Predecessor Concession; except, however, that the Sublessee shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Space.

The Port Authority shall have the right, subject to applicable laws and regulations regarding human resources and employment matters, to demand from the Sublessee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision.

(d) Applicability of Provisions. The provisions of the foregoing subsections (b) and (c) of this Section shall apply to any concession operation of the Sublessee at the Terminal which employs ten (10) or more persons at the Space.

28. General; Construction and Interpretation.

(a) 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.

(b) The paragraph headings used herein are used solely for convenience and shall not be given any weight in the interpretation of this Consent. All Schedules and Exhibits are hereby incorporated and merged into this Consent and made a part hereof.

(c) This Consent shall be construed without regard to any presumption or any other rule requiring construction against the party causing this Consent or any part thereof to be drafted.

(d) For the convenience of the parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same document.

(e) The Port Authority may at any time and from time to time by notice to the Airline and the Sublessee modify, withdraw or amend any approval, direction, or designation given hereunder or pursuant hereto to the Airline or the Sublessee.

29. Governing Law. Anything in the Sublease to the contrary notwithstanding, the effect and meaning of this Consent and the rights of the parties hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without regard to the conflict of laws principles thereof.

30. No Personal Liability. Neither the Commissioners of the Port Authority nor any of them, nor any director, officer, agent or employee of the Port Authority, the Airline 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.

31. Entire Agreement; Amendment. This Consent Agreement constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by the Port Authority, the Sublessee and the Airline.

IN WITNESS WHEREOF, the Port Authority, the Airline and the Sublessee have executed these presents as of the date hereinabove written.

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: _____

(Title): Asst. Director, CCAS

(Seal)

ATTEST:

Secretary

OTG MANAGEMENT JFK T5 VENTURE, LLC

By: OTG Management JFK, LLC, its Managing Member

By: _____

(Printed Name) Christopher J. Redd

(Title) Vice President and General Counsel

(Corporate Seal)

ACCEPTED AND CONSENTED TO AS OF THE EFFECTIVE DATE OF THIS CONSENT AGREEMENT

JETBLUE AIRWAYS CORPORATION

By: _____

Vice President ORE

APPROVED FOR TRANSMITTAL

FORM	TERMS
MF	SB

gwe

(Printed Name):

(Title) _____President
(Corporate Seal)

SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

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

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

Qualification as an ACDBE

To qualify as an ACDBE, the firm must meet the definition set forth below and be certified by the New York State or New Jersey Uniform Certification Program (UCP). The New York State UCP directory is available on-line at www.nysucp.net and the New Jersey UCP at www.njucp.net. ONLY $47.78 PA/gov

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed ~~$30~~million and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are

controlled by one or more of the socially or economically disadvantaged individuals who own it. The personal net worth standard used in determining eligibility for purposes of part 23 is $750,000.

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

a. Women;

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

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

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

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

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

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

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

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

General

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

For the Port Authority

Initialed:

For the Sublessee

For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

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

FOR THE COMPANY:

[Insert Name of Company]

BY:_____

DATE:_____

FOR THE UNION:

[Insert Name of Labor Organization]

BY:_____

DATE:_____

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CONCESSIONAIRE SUBLEASE AGREEMENT

This CONCESSIONAIRE SUBLEASE AGREEMENT is made as of May ___, 2008, by and between JETBLUE AIRWAYS CORPORATION, a Delaware corporation having an office at 118-29 Queens Blvd., Forest Hills, New York 11375 ("Sublandlord"), and OTG JFK T5 VENTURE, LLC, a Delaware limited liability company having an office at One International Plaza, Suite 145, Philadelphia, Pennsylvania 19113 ("Concessionaire").

RECITALS

WHEREAS, Sublandlord is party to a certain Agreement of Lease bearing Port Authority Lease No. AYD-350 made as of the 6th day of May, 2005 (as the same may be amended, supplemented or otherwise modified from time to time, the "Master Lease"), between the Port Authority (hereinafter defined), as Lessor, and Sublandlord, as Lessee, which Master Lease demises certain premises at the Airport (hereinafter defined) commonly known as "Terminal 5", all as more particularly set forth therein (such premises demised under the Master Lease, the "Master Lease Premises");

WHEREAS, this Sublease (hereinafter defined) is subject and subordinate to the Master Lease, including all amendments and supplements thereto, whether entered into prior to or after the date hereof, and Concessionaire shall strictly comply with all applicable provisions of the Master Lease, the Consent (hereinafter defined), the Port Authority's TAA (hereinafter defined) process, and any and all other rules, regulations and policies required by the Port Authority. In the event of any inconsistency between the terms of this Sublease and the Master Lease, then in each and every such instance, the Master Lease shall supersede and control; and

WHEREAS, Concessionaire desires to sublet from Sublandlord a portion of the Master Lease Premises, which premises to be sublet is more particularly described on Exhibit A attached hereto (the "Concessionaire Premises").

NOW, THEREFORE, in consideration of the rights granted herein, the right and privileges and the mutual covenants and conditions hereinafter contained, and for other valuable consideration, Sublandlord and Concessionaire hereby agree, for themselves, their successors, and assigns, as follows:

ARTICLE I. DEFINITIONS.

The following defined terms are incorporated in and made a part of this Sublease.

"Additional Rent" has the meaning set forth in Section 3.04.

"Affiliate" means, with respect to any person, any other person or entity directly or indirectly controlling, controlled by, or under common control with such first person. As used in this definition, the term "control" (including the terms controlling, controlled by, and under common control with) shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the person, whether through the ownership of voting securities, by contract, or otherwise.

"Airport" means John F. Kennedy International Airport, located in the City of Jamaica, County of Queens, State of New York.

"Alterations" has the meaning set forth in Section 5.01(a).

"Annual Period" means (a) with respect to the first Annual Period during the Term, the period commencing on the Rent Commencement Date and expiring on December 31, 2008, and (b) with respect to each subsequent Annual Period during the Term occurring after the first Annual Period, the period commencing on January 1 and expiring on December 31 of such year, provided that the last Annual Period during the Term shall expire on the Expiration Date.

"Audit Findings" has the meaning set forth in Section 4.01(d).

"Books and Records" has the meaning set forth in Section 4.01(a)(v).

"Cleaning Specifications" has the meaning set forth in Section 7.02(i).

"Commencement Date" means the date on which Sublandlord makes the Concessionaire Premises available to Concessionaire to commence construction and installation of Concessionaire's Work.

"Commencement Date of the Extension Term" has the meaning set forth in Section 2.02(b).

"Common Areas" means, collectively, all portions of the interior of the Master Lease Premises, save and except for the Concessionaire Premises and the Other Concessionaires Premises, intended to be used and actually used by (a) the public, (b) Sublandlord, and (c) Concessionaire and Other Concessionaires in the course of receiving and making deliveries to the Master Lease Premises. The Common Areas shall include but are not limited to: (i) ticketing areas and facilities, gate seating areas not otherwise part of the Concessionaire Premises, hallways, elevators, escalators, stairs, restrooms and comfort stations, service areas, passageways and other public areas, amenities, facilities and improvements in the Master Lease Premises, and (ii) those areas within the Master Lease Premises as may be provided by either Sublandlord or the Port Authority from time to time for the convenience and use by the public, Sublandlord, Concessionaire and Other Concessionaires.

"Concessionaire" has the meaning set forth in the introductory paragraph of this Sublease.

"Concessionaire Premises" has the meaning set forth in the Recitals to this Sublease.

"Concessionaire's Work" means, collectively, the (i) design, (ii) furnishing, (iii) installation of fixtures in, (iv) installation of other leasehold improvements in, and (v) equipping of the Concessionaire Premises to prepare such space for Concessionaire's occupancy, all as more fully set forth in the following TAAs, identified by number, that have been approved by the Port Authority: 20SC, Cibo Express Gourmet Markets, Y-8066; 36CC, Jamba Juice & Cibo Express Gourmet Markets, Y-8068; 51LL, Dunkin Donuts & Cibo Express Gourmet Markets, Y-8071; 2T, Dunkin Donuts & Away Café, Y-8075; 22SC, Horizon Bakery Café, Y-8065; 29EC,

New York Sports Grill & Cibo Express Gourmet Markets, Y-8070; 31-32EC, Revolucion, Y-8072; 8-9CC, Aeronuova, Piquillo & JFK Steak, Y-8069; 40CC, Deep Blue Sushi, On The Fly & La Vie, Y-8073; 4NC, Loft Kitchen & Bar, Y-8080; 12-17CC, Food Hall, Y-8074; 7NC, Velocity Kiosk Bar & Dunkin Donuts, Y-8077; 56SC, Velocity Kiosk Bar, Y-8076; 58EC, Velocity Bar & Illy Coffee, Y-8079; 33EC, Velocity & Aunt Buchies, Y-8078; 53LL, Velocity Bar & Jamba Juice, Y-8067; GH, Re:Vive (Interactive Tables), TBD; and as otherwise agreed to between Sublandlord and Concessionaire and approved by the Port Authority, all in accordance with this Sublease.

"Consent" means that certain "Consent Agreement" or "Consent to Sublease" to be entered into by and among the Port Authority, Concessionaire, and Sublandlord, pursuant to which the Port Authority shall grant to Concessionaire the right to conduct the activities covered by this Sublease at the Concessionaire Premises. The terms and conditions of the Consent and the issuance thereof shall be in the sole and absolute discretion of the Port Authority.

"Costs" has the meaning set forth in Section 12.08.

"Cumulative Gross Receipts" means, with respect to each Annual Period, the aggregate Gross Receipts received during such Annual Period prior to any date occurring during such Annual Period.

"Default Rate" means a rate of interest equal to the lesser of (i) three percent (3%) per annum above the then current prime rate or base rate charged by Citibank, N.A. or its successor, and (ii) the maximum rate permitted by applicable law.

"Deficiency" has the meaning set forth in Section 17.02(c).

"Delivery of Premises Notice" means notice from Sublandlord to Concessionaire setting forth the Commencement Date.

"Discretionary Revocation" has the meaning set forth in Section 25.18.

"Electricity Charges" has the meaning set forth in Section 14.02.

"Environmental Damages" means any one or more of the following: (a) the presence in, on, or under the Concessionaire Premises of any Hazardous Substance whether such presence occurred prior to or during the term of the letting under this Sublease or resulted from any act or omission of Concessionaire or others, and/or (b) the disposal, discharge, release or threatened release of any Hazardous Substance from the Concessionaire Premises or of any Hazardous Substance from under the Concessionaire Premises, and/or (c) the presence of any Hazardous Substance in, on or under other property at the Airport as a result of (i) Concessionaire's use and occupancy of the Concessionaire Premises or the performance of Concessionaire's Work or any other work or activities at the Concessionaire Premises, or (ii) a migration of a Hazardous Substance from the Concessionaire Premises or from under the Concessionaire Premises, or (iii) Concessionaire's operations at the Airport, and/or (d) any personal injury, including wrongful death, or property damage, arising out of or related to any Hazardous Substance described in (a), (b) or (c) above, and/or (e) the violation of any Environmental Requirement pertaining to any

Hazardous Substance described in (a), (b) or (c) above, the Concessionaire Premises and/or the activities thereon.

"Environmental Requirements" means all common law and all past, present and future laws, statutes, enactments, resolutions, regulations, rules, directives, ordinances, codes, licenses, permits, orders, memoranda of understanding and memoranda of agreement, guidances, approvals, plans, authorizations, concessions, franchises, requirements and similar items of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof, all pollution prevention programs, "best management practices plans", and other programs adopted and agreements made by Sublandlord or the Port Authority (whether adopted or made with or without consideration or with or without compulsion), with any government agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof, and all judicial, administrative, voluntary and regulatory decrees, judgments, orders and agreements relating to the protection of human health or the environment, and in the event that there shall be more than one compliance standard, the standard for any of the foregoing to be that which requires the lowest level of a Hazardous Substance, the foregoing to include without limitation:

(i) All requirements pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Substances into the air, surface water, groundwater or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances, or the transfer of property on which Hazardous Substances exist;

(ii) All requirements pertaining to the protection from Hazardous Substances of the health and safety of employees or the public; and

(iii) The Atomic Energy Act of 1954 , 42 U.S.C. Section 2011 et. seq.; the Clean Water Act also known as the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et. seq.; the Clean Air Act, 42 U.S.C. Section 7401 et. seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 et. seq.; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et. seq.; the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Section 2701 et. seq. ; the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 11001 et. seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et. seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101 et. seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et. seq.; the Safe Drinking Water Act of 1974, 42 U.S.C. Sections 300f-300h-11 et. seq.; the New York State Environmental Conservation Law; the New York State Navigation Law; together, in each case, with any amendment

thereto, and the regulations adopted, guidances, memoranda and publications promulgated thereunder and all substitutions thereof.

"Event of Default" has the meaning set forth in Section 17.01.

"Excluded Costs" means the costs of perishable and disposable inventory in connection with Concessionaire's operation of the Concessionaire Premises, including paper goods, stocks of food and beverages including the ingredients thereof, seasonings, trash bags, plastic wear for consumption, and other similar such items of inventory.

"Expiration Date" means the earliest to occur of (a) January 31, 2019, as such date may be extended pursuant to Section 2.02(b), (b) such earlier date upon which this Sublease shall expire or terminate in accordance with its terms, (c) the day preceding the date of expiration or termination of the Master Lease, (d) the effective date of revocation of the Consent, and (e) the date of termination of this Sublease if terminated earlier than the stated expiration or termination date by mutual agreement of the Concessionaire and Sublandlord.

"Extension Election Notice" has the meaning set forth in Section 2.02(b).

"Extension Term" has the meaning set forth in Section 2.02(b).

"F&B Concessionaires" means, collectively, the Concessionaires at the Master Lease Premises operating food and beverage businesses.

"GAAP" means generally accepted accounting principles, as set forth in Statement on Auditing Standards No. 69 entitled "The Meaning of Presenting Fairly in Conformity with Generally Accepted Accounting Principles in the Independent Auditor's Report" issued by the Auditing Standards Board of the Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board that are applicable to the circumstances as of the date of determination.

"Governmental Authority" or "Governmental Authorities" means the United States of America, the States of New York and New Jersey, any political subdivision of either and any agency, department, commission, board, bureau or instrumentality of any of the foregoing, or any quasi-governmental authority (to the extent the rulings of such quasi-governmental authority have the force of law), including the Port Authority and any applicable fire rating bureau, having jurisdiction over the Airport or any portion thereof, and any other body exercising similar functions, whether now existing or hereafter created.

"Gross Receipts" means and includes all monies paid or payable to Concessionaire for sales made or services rendered at or from the Concessionaire Premises, regardless of when or where the order therefor is received, and outside the Concessionaire Premises, if the order therefor is received at the Concessionaire Premises, and any other revenues of any type arising out of or in connection with Concessionaire's operations at the Concessionaire Premises; provided that there shall be excluded from Gross Receipts the following: (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, food & beverage products or services which are separately

stated to and paid by a customer and directly payable to the taxing authority by Concessionaire, (b) any receipts of Concessionaire which arise from its operations under any agreement with the Port Authority other than the Consent relating to the Concessionaire Premises and which are subject to a percentage fee or percentage rental under that agreement, (c) receipts in the form of refunds from, or the value of merchandise (including food & beverage products), services, supplies or equipment returned to, vendors, shippers, suppliers or manufacturers, including volume discounts received from Concessionaire's vendors, suppliers or manufacturers, (d) gratuities for services performed by employees of Concessionaire which are paid or given by Concessionaire's customers to such employees at or serving at the Concessionaire Premises, (e) the sale or transfer in bulk of the inventory of Concessionaire to a purchaser of all or substantially all of the assets of Concessionaire in a transaction not in the ordinary course of Concessionaire's business, (f) except with respect to proceeds received for business interruptions paid on a gross earnings business interruption insurance policy, proceeds from all other insurance received by Concessionaire as a result of a loss or casualty, (g) rebates, exchanges or allowance made to customers of Concessionaire at the Concessionaire Premises, (h) the exchange of merchandise between the stores or warehouses owned by or affiliated with Concessionaire, if any, where such exchanges of goods or merchandise are made solely for the convenient operation of the business of Concessionaire and not for the purpose of consummating a sale which has theretofore been made at, in, from or upon the Concessionaire Premises or for the purpose of depriving the Port Authority of the benefit of the sale which otherwise would be made at, in, from or upon the Concessionaire Premises, (i) customary discounts, not to exceed twenty percent (20%), given by Concessionaire on sales of merchandise or services, excluding reading materials and tobacco products, to its employees, if separately stated, and limited in amount to not more than one percent (1%) of Gross Receipts per Monthly Period, and (j) customary discounts, not to exceed twenty percent (20%), required to be given by Concessionaire pursuant to this Sublease on sales of merchandise or services, excluding reading materials and tobacco products, to the employees of Sublandlord, if separately stated, and limited in amount to not more than one percent (1%) of Gross Receipts per Monthly Period, (k) customary discounts, not to exceed twenty percent (20%), required to be given by Concessionaire pursuant to this Sublease, on sales of merchandise or services, excluding reading materials and tobacco products, to individuals employed at the Airport, if separately stated, (l) income actually received by Concessionaire from manufacturers of goods (e.g., cosmetics, perfume) displayed for sale at the Concessionaire Premises if the conditions set forth in the succeeding sentence are fully and strictly satisfied with respect to such income; the conditions with respect to this clause (l) are as follows: (i) the manufacturer specifically identifies the time period to which the income relates, (ii) reimbursement from the manufacturer to Concessionaire occurs in connection with employees (1) who are on Concessionaire's payroll for the operations permitted under this Sublease, and (2) who are on such payroll during the time period to which the reimbursement relates, (iii) the manufacturer and Concessionaire 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 this clause (l), and (iv) Concessionaire provides to the Port Authority written documents and records substantiating the matters listed in sub-clauses (i) through (iii), (m) 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 Concessionaire Premises pursuant to Concessionaire 's record keeping system, and (n) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business.

Notwithstanding anything in this definition of Gross Receipts to the contrary, in no event shall Gross Receipts include monies paid or payable to Concessionaire for sales made or services rendered by Concessionaire directly to Sublandlord or its employees in connection with (1) business and event catering for Sublandlord's corporate activities, (2) food and beverage services for Sublandlord's employee cafeteria located in a non-public area of the Master Lease Premises, (3) Sublandlord's "Crewmember Express" online ordering program provided by Concessionaire exclusively for Sublandlord's employees at certain office and facility locations, and (4) catering and other food and beverage services provided by Concessionaire on Sublandlord's behalf (and paid for by Sublandlord) to Sublandlord's customers during periods of irregular operations.

For the purpose of determining the percentage rentals payable by Concessionaire hereunder, Gross Receipts shall include all orders including, but not limited to, all orders by means of mail, catalogue, closed circuit television, electronic, telephonic, video, computer or other technology-based system, whether now existing or developed in the future, all deposits not refunded to or otherwise forfeited by customers, all orders taken in and from the Concessionaire Premises, whether or not such orders are filled elsewhere, the entire amount of the actual sales price and all other receipts for sales and services rendered, that portion of the insurance proceeds received due to loss of gross earnings paid under Concessionaire's business interruption insurance policy because of business interruptions and intended to replicate the Rent payable under this Sublease, 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. Each sale made upon installment or credit shall be treated as a sale for the full price in the month during which such sale shall be made, irrespective of the time when any payment is received. No deduction from Gross Receipts shall be allowed for uncollected or uncollectible credit amounts or "bad" checks. Gross Receipts shall include retail display allowances, slotting fees, on-premises advertising and other promotional incentives (collectively referred to as "RDAs"). Gross Receipts shall include all such sales, revenues or receipts generated by Concessionaire's concessionaires, if any, or anyone else conducting business pursuant to an arrangement with Concessionaire.

Without limiting the requirement for Port Authority approval, if Concessionaire conducts any business or operations through the use of a contractor or other third party that is not a Port Authority permittee, and if the payments for any of such business or operations are made to such contractor rather than to Concessionaire directly, said payments shall be deemed amounts, monies, revenues, receipts and income paid or payable to Concessionaire for purposes of determining Concessionaire's Gross Receipts, provided that the foregoing shall not grant or be deemed to grant any right or permission to Concessionaire to use an independent contractor or other third party to conduct any business or operations or perform any rights or obligations hereunder.

"Hazardous Substances" means any pollutant, contaminant, toxic or hazardous waste, dangerous substance, noxious substance, toxic substance, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, polychlorinated biphenyls, chemicals known to cause cancer, endocrine disruption or reproductive toxicity, petroleum and petroleum

products and other substances which have been or in the future shall be declared to be hazardous or toxic, or the removal, containment or restriction of which have been or in the future shall be required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling or ownership of which have or in the future shall be restricted, prohibited, regulated or penalized by any federal, state, county, or municipal or other local statute or law now or at any time hereafter in effect as amended or supplemented and by the regulations adopted and publications promulgated pursuant thereto.

"Initial Investment Costs" means all the costs incurred by Concessionaire to perform and complete Concessionaire's Work, including costs related to financing and pre-opening expenses.

"Legal Requirements" means all federal, state, county, municipal and other governmental laws, rules, orders, decrees, ordinances, regulations, statutes, requirements, codes and executive orders of any Governmental Authority, including all permits, licenses, authorizations and regulations relating thereto, whether now existing or hereafter enacted and in force.

"Letter of Credit" has the meaning set forth in Section 18.15.

"Master Lease" has the meaning set forth in the Recitals to this Sublease.

"Master Lease Premises" has the meaning set forth in the Recitals to this Sublease.

"Mid-Term Refurbishments" has the meaning set forth in Section 10.06(a).

"MTR Completion Date" has the meaning set forth in Section 10.06(a).

"Minimum Annual Guarantee" has the meaning set forth in Section 3.01.

"Minimum Initial Investment" has the meaning set forth in Section 5.03.

"Monthly MAG Commencement Date" has the meaning set forth on Section 3.01(b).

"Monthly MAG Payment" has the meaning set forth in Section 3.01.

"Monthly Period" means (a) with respect to the first Monthly Period during the Term, the period commencing on the Rent Commencement Date and continuing through the end of the calendar month in which the Rent Commencement Date occurs, and (b) with respect to each Monthly Period during the Term after the first Monthly Period, the period commencing on the first day of the each calendar month and ending on the last day of such calendar month, provided that if the Term shall expire or is terminated or revoked on a day other than the last day of a calendar month, then the Monthly Period in which the effective date of such expiration, termination or revocation occurs shall expire on such date of such expiration, termination or revocation.

"Monthly Statement" means a statement from and certified, as being true, accurate and complete by a responsible fiscal officer of Concessionaire and delivered to Sublandlord and the Port Authority, stating the amount of Gross Receipts paid or payable to Concessionaire for the previous calendar month, each such statement to identify each location operated by

Concessionaire within the Premises, irrespective of whether or not such locations (if more than one) are operated under separate concessionaire sublease agreements.

"Operational Commencement Date" means the date on which the Master Lease Premises opens for commercial flight operations, which date shall be set forth in a notice from Sublandlord to Concessionaire given within a reasonable time prior thereto and shall in no event be earlier than September 15, 2008.

"Other Concessionaires" means all third parties to whom Sublandlord subleases or licenses portions of the Master Lease Premises other than Concessionaire.

"Other Concessionaires Premises" means those portions of the Master Lease Premises leased to Other Concessionaires.

"Percentage Rent" shall have the meaning given such term in Section 3.03.

"Percentage Rent Statement" has the meaning set forth in Section 3.03.

"Permitted Operations" means the following uses of the Concessionaire Premises, subject to the limitations set forth in Article VI of this Sublease: operation of food and beverage businesses in one or more locations within the Master Lease Premises, general and administrative offices (office portions of the Concessionaire Premises only), and storage (storage portions of the Concessionaire Premises only).

"Plans and Specifications" means the plans and specifications approved by Sublandlord and the Port Authority by which Concessionaire will (a) design, (b) furnish, (c) install fixtures in, (d) install other leasehold improvements in, and (e) equip the Concessionaire Premises. All plans and specifications must comply with the Port Authority's TAA process.

"Port Authority" means The Port Authority of New York and New Jersey, a body corporate and politic as established by Compact between the States of New Jersey and New York with the consent of the Congress of the United States of America.

"Port Authority Share" means twenty percent (20%) of the Rent payable by Concessionaire pursuant to Article III, excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Concession Manager.

"Port of New York District" has the meaning set forth in Article II of the Compact, made between the States of New Jersey and New York and with the consent of the Congress of the United States of America, that established the Port Authority.

"Protected Parties" means, collectively, all officers, directors, employees, agents and shareholders of Sublandlord and its successors and assigns.

"Rent" means, collectively, the Monthly MAG Payment, Percentage Rent and Additional Rent.

"Rent Commencement Date" means the day occurring after the Commencement Date that is the earlier to occur of (a) the date on which Concessionaire initially opens for business to the public in the Concessionaire Space, and (b) the Operational Commencement Date.

"Retail Concessionaires" means, collectively, the all concessionaires at the Master Lease Premises operating retail businesses.

"Security Deposit" has the meaning set forth in Section 26.19.

"Sublandlord" has the meaning set forth in the introductory paragraph of this Sublease.

"Sublandlord Concession Manager" means the individual designated by Sublandlord to act as coordinator and manager of this Sublease. The Sublandlord Concession Manager may from time to time designate a representative to fulfill certain tasks stated in this Sublease as being the responsibility of the Sublandlord Concession Manager.

"Sublandlord Share" means eighty percent (80%) with respect to the Rent payable by Concessionaire pursuant to Article III, excluding rentals and fees that are strictly pass-through charges for expenses actually incurred by Sublandlord and Concession Manager.

"Sublandlord's Work" means, collectively, the work to be done by or on behalf of Sublandlord to prepare the Concessionaire Premises for Concessionaire, as more fully set forth in the Tenant Design Manual.

"Sublease" means this Concessionaire Sublease Agreement, which shall be void ab initio and of no force and effect unless and until Concessionaire, Sublandlord and the Port Authority shall have executed the Consent, it being understood that the issuance or non-issuance and execution or non-execution of the Consent shall be at the sole discretion of the Port Authority.

"Substantial Completion" means the stage in the process of any construction or other work when such work is sufficiently complete, as reasonably determined by Sublandlord, so that (a) in the case of Sublandlord's Work, Concessionaire is able to take possession of the Concessionaire Premises for the purpose of performing Concessionaire's Work, and (b) in the case of Concessionaire's Work, Concessionaire is able to occupy the Concessionaire Premises for the purpose of opening for business, provided that in no event shall Substantial Completion of any work occur prior to the issuance by the Port Authority of a letter permitting the taking of possession or occupancy, as the case may be, of the Concessionaire Premises by Concessionaire.

"Substitution Space" has the meaning set forth in Section 23.10.

"TAA" means a "Tenant Alteration Application" filed or to be filed by Sublandlord with the Port Authority in connection with the approval and completion of all alterations by the Concessionaire at the Master Lease Premises, in accordance with Port Authority policy and procedure.

"Tenant Design Manual" means the design standards manual prepared for the Master Lease Premises by Gensler Architecture for and on behalf of Sublandlord, a copy of which has been delivered to Concessionaire on or prior to the date hereof.

"Term" has the meaning set forth in Section 2.02.

"Unamortized Capital Investment" means the unamortized amount, at the time or times designated herein for determination, of Concessionaire's Initial Investment Costs, using a fifteen (15) year amortization period and the following methodology: interest-only during the initial three (3) years of the amortization period, and straight line amortization during the remaining twelve (12) years.

ARTICLE II. DEMISE AND TERM

SECTION 2.01 Demise.

(a) Sublandlord, in consideration of the Rent to be paid and the covenants to be performed by Concessionaire under this Sublease, does hereby, demise and lease unto Concessionaire, and Concessionaire hereby rents and hires from Sublandlord, the Concessionaire Premises for the uses and purposes hereinafter set forth, subject at all times to the terms and conditions of the Master Lease and the Consent, provided that this Sublease shall be void ab initio until receipt of the executed Consent.

(b) The foregoing grants and demise to Concessionaire includes the non-exclusive right of Concessionaire and its officers, shareholders, partners, members, contractors, agents, employees and invitees and others acting by, through or under Concessionaire to ingress and egress between the Concessionaire Premises and the city streets outside the Airport over such highways at the Airport as may be made available from time to time by the Port Authority for use by the public, in common with all others having rights of passage within the Airport, subject at all times to the terms and conditions of ingress and egress set forth in the Master Lease.

SECTION 2.02 Term; Extension Option.

(a) The term of this Sublease (the "Term") shall commence on the Commencement Date and end on the Expiration Date, unless sooner terminated as provided herein. Sublandlord shall have no liability to Concessionaire if the Commencement Date is delayed for any reason beyond Sublandlord's control, provided that the Term shall not be less than ten (10) years. Notwithstanding anything in this Sublease to the contrary, Sublandlord may terminate this Sublease during the Term (a) without cause upon not less than thirty (30) days' written notice to Concessionaire, or (b) otherwise in accordance with Section 14 hereof.

(b) Sublandlord shall have the right to extend the Term for one (1) additional term of five (5) years commencing on the date immediately following the Expiration Date (the "Commencement Date of the Extension Term") and ending on January 31, 2024 (the "Extension Term"), upon and subject to the provisions of this paragraph. Not later than one hundred twenty (120) days prior to the Expiration Date, Sublandlord shall notify Concessionaire of its election to extend or not to extend the Term (the "Extension Election Notice"), which election shall be at the sole discretion of Sublandlord, provided that if Sublandlord fails to deliver the Extension Election Notice by the date that is one hundred twenty (120) days prior to the Expiration Date,

Concessionaire shall send Sublandlord a notification requesting the Extension Election Notice within ten (10) days of such date. Sublandlord shall send Concessionaire the Extension Election Notice within fifteen (15) days after receipt of such request from Concessionaire. If Sublandlord elects to extend the Term, the Rent during such the Extension Term shall escalate and be payable in accordance with Article III as though the original Term continued through the Extension Term, and the Expiration Date shall thereafter be deemed to be January 31, 2024. If Sublandlord elects not to extend the Term, or fails to deliver an Extension Election Notice as aforesaid, then Sublandlord shall reimburse Concessionaire for its Unamortized Capital Investment as of the original Expiration Date, in accordance with Section 5.04.

SECTION 2.03 Sublandlord's Work.

(a) Sublandlord will perform, or cause to be performed, Sublandlord's Work and shall achieve Substantial Completion thereof prior to the Commencement Date. Concessionaire, by its execution of this Sublease, represents, warrants and agrees that Sublandlord has no obligation or duty and has made no agreement with Concessionaire to do or cause to be done any other work in or to the Concessionaire Premises except Sublandlord's Work.

(b) Notwithstanding the other provisions of this Section, if, on or prior to the Commencement Date set forth in the Delivery of Premises Notice, Sublandlord shall have failed to achieve Substantial Completion of Sublandlord's Work for any reason whatsoever, then the Term shall not commence on the Commencement Date but shall instead commence on the date the Concessionaire Premises is actually turned over to Concessionaire, such date to thereafter be deemed the Commencement Date.

SECTION 2.04 Delivery of Premises; Concessionaire's Work Generally.

(a) On the Commencement Date, the Concessionaire Premises shall be turned over to Concessionaire for the performance of Concessionaire's Work. On such date, Concessionaire shall commence construction and installation of Concessionaire's Work and shall diligently pursue Substantial Completion thereof prior to the Operational Commencement Date, provided that Concessionaire shall have, at a minimum, until August 31, 2008 to achieve Substantial Completion of Concessionaire's Work. If Concessionaire fails to so complete Concessionaire's Work and open for business to the public on the Operational Commencement Date due to no fault of Sublandlord or the Port Authority, nor due to a force majeure event, Sublandlord shall have the right to assess against Concessionaire liquidated damages of up to $5,000 per day for each day until Concessionaire opens for business to the public, which liquidated damages shall be payable upon demand.

(b) Concessionaire will perform, or cause to be performed, Concessionaire's Work at no cost to Sublandlord or the Port Authority. In performing Concessionaire's Work, Concessionaire will, at all times, comply with the other provisions of this Sublease, all Legal Requirements, the Master Lease, the Consent, and the TAA process of the Port Authority.

SECTION 2.05 Condition of the Concessionaire Premises. Subject to completion of Sublandlord's Work and the other provisions of this Article, Concessionaire agrees (i) to accept possession of the Concessionaire Premises in the condition which shall exist on the Commencement Date "as is", and further agrees that, except for Sublandlord's Work, Sublandlord shall have no obligation, to perform any work or make any installations in order to prepare the Concessionaire Premises for Concessionaire's occupancy, and (ii) Sublandlord and Sublandlord's agents have made no representations, warranties or promises whatsoever with respect to the Concessionaire Premises, the Master Lease Premises, the rents, leases, taxes, or any other matter or thing, except as herein expressly set forth, and no rights, easements or licenses are acquired by Concessionaire by implication or otherwise except as expressly set forth in this Sublease. Concessionaire represents and warrants that it is fully familiar with the Concessionaire Premises and the Master Lease Premises and has thoroughly inspected same. The taking of possession of the Concessionaire Premises by Concessionaire shall be conclusive evidence as against Concessionaire that, at the time such possession was so taken, the Concessionaire Premises and Sublandlord's Work, except for minor details of construction commonly referred to as "punch list" items, as well as the Master Lease Premises were in good and satisfactory condition, and that all of the Concessionaire Premises and appurtenances thereto that are the subject of this Sublease have been received by Concessionaire.

SECTION 2.06 General Disclaimer. CONCESSIONAIRE ACKNOWLEDGES THAT NEITHER SUBLANDLORD, THE PORT AUTHORITY NOR ANY OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, AGENTS, OR REPRESENTATIVES HAVE MADE ANY REPRESENTATION OR WARRANTY OF SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY OF ANY KIND RESPECTING USE, OCCUPANCY OR OPERATION WITHIN THE MASTER LEASE PREMISES AND/OR THE AIRPORT BY ANY AIRLINES, PERSONS OR ENTITIES INCLUDING, WITHOUT LIMITATION, ANY FORECASTED, ANTICIPATED OR ESTIMATED PASSENGER VOLUME (WHETHER ENPLANEMENTS OR DEPLANEMENTS) IN THE MASTER LEASE PREMISES AND/OR THE AIRPORT OR SALES EXPECTED TO BE GENERATED AT OR FROM THE CONCESSIONAIRE PREMISES. CONCESSIONAIRE IRREVOCABLY WAIVES ANY CLAIM BASED UPON OR RELATED TO ANY SUCH CLAIMED REPRESENTATION BY SUBLANDLORD OR THE PORT AUTHORITY. NO REPRESENTATIONS OR WARRANTIES AS TO THE ECONOMIC VIABILITY OF THE CONCESSIONAIRE PREMISES OR THE AMOUNT OF PASSENGERS TO BE ENPLANED IN THE MASTER LEASE PREMISES HAVE BEEN MADE. NO PROMISES TO ALTER, REMODEL OR IMPROVE, THE CONCESSIONAIRE PREMISES, CONCESSION AREA OR THE MASTER LEASE PREMISES HAVE BEEN MADE EXCEPT AS EXPRESSLY SET FORTH HEREIN. PASSENGER COUNTS, PASSENGER FLOWS AND OTHER CUSTOMER TRAFFIC ARE IN THE MOST PART PRODUCTS OF AIRLINE SCHEDULES AND GATE UTILIZATION AND GOVERNMENTAL RULES AND REGULATIONS GOVERNING SECURITY AND EMERGENCY SITUATIONS AND MAY RESTRICT ACCESS TO THE MASTER LEASE PREMISES. CONCESSIONAIRE MAY NOT RELY ON ANY IMPLIED REPRESENTATIONS OR WARRANTIES (THE EXISTENCE OF WHICH ARE HEREBY DISCLAIMED), OR THE ACCURACY OF PROJECTIONS OR PROSPECTIVE INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE. CONCESSIONAIRE REPRESENTS THAT CONCESSIONAIRE HAS

CONDUCTED AN INDEPENDENT AND EXPERT INVESTIGATION AND EVALUATION OF THE MASTER LEASE PREMISES, THE CONCESSIONAIRE PREMISES AND ALL INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE.

ARTICLE III. RENTAL

SECTION 3.01 Monthly MAG Payment.

(a) For each Monthly Period during the Term, Concessionaire shall pay the Monthly MAG Payment in accordance with this Section.

(b) The "Monthly MAG Payment" shall be an amount equal to one-twelfth (1/12) of the Minimum Annual Guarantee. Concessionaire shall pay the Monthly MAG Payment for each Monthly Period during the Term, in advance, on the first day of such Monthly Period from and after January 1, 2009 (the "Monthly MAG Commencement Date") in accordance with the other provisions of this Article, provided that for each Monthly Period prior to January 1, 2009, Concessionaire shall pay the Percentage Rent payable for such Monthly Period or portion thereof in accordance with Section 3.03. For any payment period of less than one Monthly Period, the Monthly MAG Payment (or the Percentage Rent payable in accordance with the immediately preceding sentence, if applicable) shall be paid on a pro rata basis in the same proportion that the number of days in the payment period bears to the total number of days in the Monthly Period in which the payment period falls.

(c) "Minimum Annual Guarantee" means the following:

Time Period	Minimum Annual Guarantee
First year following the Monthly MAG Commencement Date	$7,280,000
Second Year following the Monthly MAG Commencement Date	Ninety percent (90%) of the actual rent paid to Sublandlord during the first year or one hundred three percent (103%) of the Minimum Annual Guarantee for the first year, whichever is higher
Each of the Third through tenth years following the Monthly MAG Commencement Date, including months following end of tenth year and each year of the Extension Term (if applicable)	Ninety percent (90%) of the actual rent paid to Sublandlord for the prior year, or one hundred three percent (103%) of the Minimum Annual Guarantee for the prior year, whichever is higher.

(d) The Minimum Annual Guarantee for the first year following the Monthly MAG Commencement Date shall be based on enplaned passenger projections of six million five hundred thousand (6,500,000) enplanements (the "Estimated Year 1 Enplanements"). Notwithstanding the foregoing, if on the first date that annual enplanements for the preceding three hundred sixty-five (365) day period equals seven million six hundred thousand (7,600,000) enplanements, the Minimum Annual Guarantee is less than $11,000,000, the Minimum Annual Guarantee shall automatically increase to an amount equal to $11,000,000 plus annual escalations through such date as though $11,000,000 were the Minimum Annual Guarantee for the first year following the Monthly MAG Commencement Date, and the Monthly MAG Payment shall be adjusted accordingly, and thereafter the Minimum Annual Guarantee shall escalate on an annual basis in accordance with the escalation formulas set forth in the definition of Minimum Annual Guarantee above. Such determination of the change in enplanements shall be made by Sublandlord in good faith and set forth in a notice to Concessionaire.

SECTION 3.02 Intentionally Omitted.

SECTION 3.03 Percentage Rent.

(a) In addition to the Monthly MAG Payment and the Monthly Office/Storage Rent, for each Monthly Period during the Term, Concessionaire shall pay Percentage Rent in accordance with this Section.

(b) "Percentage Rent" means the following:

Gross Receipts	**Percentage of Gross Receipts**
Food and non-alcoholic beverages, under $45,000,000:	
Up to and including $19,999,999	12%
$20,000,00 to $39,999,999	13.5%
$40,000,00 to $44,999,999	14%
Food and non-alcoholic beverages, upon the earlier of (i) Gross Receipts reaching $45,000,000, or (ii) enplanements for the preceding 365 day period reaching 7,600,000:	
Up to and including $39,999,999	14%
$40,000,000 to $44,999,999	14.5%

Gross Receipts	Percentage of Gross Receipts
$45,000,000 to $49,999,999	15%
$50,000,000 to $54,999,999	15.5%
$55,000,000 to $59,999,999	16%
$60,000,000 to $64,999,999	16.5%
$65,000,000 and above	17%
Alcoholic beverages, under $15,000,000:	
Up to and including $9,999,999	15%
$10,000,000 to $14,999,999	16%
Alcoholic beverages, upon the earlier of (i) Gross Receipts reaching $15,000,000, or (ii) enplanements for the preceding 365 day period reaching 7,600,000:	
Up to and including $14,999,999	16%
$15,000,000 to $17,499,999	16.5%
$17,500,000 to $19,999,999	17%
$20,000,000 and above	17.5%

(c) Concessionaire shall report Gross Receipts as follows: (i) on the 20th day of each Monthly Period during the Term and on the 20th day of the calendar month immediately following the Term, Concessionaire shall deliver to Sublandlord and the Port Authority a statement, certified by a responsible fiscal officer of Concessionaire, containing the following information (the "Percentage Rent Statement"):
(i) Concessionaire's Gross Receipts for the preceding Monthly Period, (ii) the Percentage Rent, including the amounts resulting from the calculations set forth in each category of the definition of Percentage Rent, (iii) Concessionaire's Cumulative Gross Receipts from the date of the commencement of the Annual Period during which the report is made through the last day of the preceding Monthly Period, and (iv) Gross Receipts by each location of Concessionaire at the Concessionaire Premises for the preceding Monthly Period. Sublandlord reserves the right to change the form of the Percentage Rent Statement and to require the submission by Concessionaire of other information pertaining to the Gross Receipts and Percentage Rent, and Concessionaire agrees to

change the form of its statements to that requested by Sublandlord and to provide any such additional information Sublandlord requests.

(d) Concessionaire shall pay, in arrears, on the 20th day of each Monthly Period during the Term from and after the Rent Commencement Date, the Percentage Rent payable for the prior Monthly Period, if any. Each payment of Percentage Rent shall be made in accordance with the other provisions of this Article.

(e) The computation of the Percentage Rent for each Monthly Period, or a portion of a Monthly Period, shall be specific to such Monthly Period, or such portion of an Monthly Period, and without relation to any other Monthly Period, or any other portion of any Monthly Period. Notwithstanding the foregoing, to the extent that the Minimum Annual Guarantee exceeds Percentage Rent in any given annual period following the Monthly MAG Commencement Date, the negative difference will accumulate as a credit against future payments of Percentage Rent. If and when the Percentage Rent exceeds the Minimum Annual Guarantee for any such annual period, subsequent Percentage Rent payments due will be paid less the amount accumulated as a credit in the prior year until such credit is expended. For example: If in year one the Minimum Annual Guarantee of $7,280,000 is paid to Sublandlord and Gross Receipts for that year would have resulted in a Percentage Fee equal to $7,080,000, then $200,000 would accumulate as a credit. If in year two, a Minimum Annual Guarantee of $7,498,400 is paid and the Gross Receipts for that year would result in Percentage Rent of $8,000,000, then the $200,000 credit would be applied against future payments of Percentage Rent, resulting in a total payment of $7,800,000 in Percentage Rent to Sublandlord for the year.

(f) Upon expiration of the Term, Gross Receipts shall be reported and Percentage Rent shall be paid through the Expiration Date, all in accordance with this Article, as if the Term had not been terminated. The obligations set forth in this paragraph shall survive the expiration of the Term.

SECTION 3.04 Additional Rent. During the Term, Concessionaire shall pay the following as additional rent within ten (10) days after receipt of a bill therefor, except as otherwise expressly set forth in Sections 3.05 and 3.06 (collectively, "Additional Rent"):

(a) Electricity Charges in accordance with Section 11.02; and

(b) Gas Charges in accordance with Section 11.02(b); and

(c) Such other amounts owing by Concessionaire to Sublandlord or the Port Authority pursuant to the terms of this Sublease.

SECTION 3.05 Payments to Sublandlord. Concessionaire shall make the following payments to Sublandlord:

(a) In advance, on the first day of each Monthly Period, the Sublandlord Share of the Monthly MAG Payment for such Monthly Period;

(b) In arrears, on the 20th day of each Monthly Period, the Sublandlord Share of the positive difference, if any, of (i) the Percentage Rent due for the prior Monthly Period, minus (ii) the Monthly MAG Payment for such prior Monthly Period; and

(c) In arrears, on the first day of each Monthly Period, the Sublandlord Share of any Additional Rent due for the prior Monthly Period.

SECTION 3.06 Payments to the Port Authority. Concessionaire shall make the following payments to the Port Authority:

(a) In advance, on the first day of each Monthly Period, the Port Authority Share of the Monthly MAG Payment for such Monthly Period;

(b) In arrears, on the 20th day of each Monthly Period, the Port Authority Share of the positive difference, if any, of (i) the Percentage Rent due for the prior Monthly Period, minus (ii) the Monthly MAG Payment for such prior Monthly Period; and

(c) In arrears, on the first day of each Monthly Period, the Port Authority Share of any Additional Rent due for the prior Monthly Period.

SECTION 3.07 Delinquent Rent and Fees. Without prejudice to any other rights and remedies of Sublandlord with respect to any default by Concessionaire, if Concessionaire fails to pay any amount required to be paid by Concessionaire under this Sublease when due to Sublandlord, including without limitation any payment of Rent, then Concessionaire shall pay to Sublandlord, a late payment fee of $500.00 per occurrence, plus interest on the outstanding payment amount at the Default Rate, computed from the date such payment became due to and including the date of payment. If Concessionaire fails to pay any amount required to be paid by Concessionaire under this Sublease when due to the Port Authority, including without limitation any payment of rental, then Concessionaire shall also pay the charges and interest on such unpaid amount at the rates, if any, set forth in the Consent. Concessionaire and Sublandlord hereby agree that such late fees represent a fair and reasonable estimate of the costs that Sublandlord will incur by reason of Concessionaire's late payment. Acceptance of such late fees (or any portion of the overdue payment) by Sublandlord shall in no event constitute a waiver of Concessionaire's default with respect to such overdue payment, or prevent Sublandlord or the Port Authority from exercising any of the other rights and remedies granted hereunder.

SECTION 3.08 Addresses for Payments. All payments to Sublandlord required of Concessionaire by this Sublease shall be made by mail to JetBlue Airways Corporation, 19 Old Kings Highway South, Darien, Connecticut 06820, Attn: Accounts Payable, or via the following wire transfer instructions:

Bank: Citibank N.A.
ABA Number: 021000089
Account Number: (Ex. 1)

or to such other officer or address as may be substituted therefor by Sublandlord, from time to time, by written notice to Concessionaire.

All payments to the Port Authority required of Concessionaire by this Sublease shall be made by mail to The Port Authority of New York and New Jersey, P.O. Box 95000-1517, Philadelphia, PA 19195-1517 or via the following wire transfer instructions:

Bank: Commerce Bank
ABA Number: 031201360
Account Number: (Ex. 1)

or to such other officer or address as may be substituted therefor by the Port Authority, from time to time, by written notice to Concessionaire.

SECTION 3.09 Legal Tender; No Set-offs, etc. Each payment of Rent under this Sublease and all other sums payable hereunder shall be made (a) in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, and (b) without any set-off, offset, abatement or deduction whatsoever (except as otherwise expressly provided in this Sublease).

ARTICLE IV. BOOKS AND RECORDS; AUDIT; REPORTING, ETC.

SECTION 4.01 Books and Records; Audit.

(a) In connection with its use of the Concessionaire Premises hereunder, Concessionaire shall:

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

(ii) not divert, or cause or allow to be diverted, any business from the Master Lease Premises or the Airport;

(iii) maintain, in English, in accordance with GAAP and other accepted accounting practice, during the Term, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until Concessionaire shall, upon request to Sublandlord, receive written permission from Sublandlord to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records and work schedules) recording all transactions of Concessionaire at, through, or in any way connected with its operations at the Concessionaire Premises or elsewhere at the Airport, and outside the Airport if the order therefor is received at the Airport, which records and books of account shall be kept at all times within the Port of New York District or at

Concessionaire's Philadelphia offices identified in Section 25.10, and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(iv) cause any Affiliate of Concessionaire, if such Affiliate performs services similar to those performed by Concessionaire, to maintain, in English, and in accordance with accepted accounting practice, during the Term, for one (1) year after the expiration or earlier revocation, cancellation or termination thereof, and for a further period extending until Concessionaire shall, upon request to Sublandlord, receive written permission from Sublandlord to do otherwise, full and complete records and books of account (including without limitation all agreements and all source documents such as but not limited to original invoices, invoice listings, timekeeping records, and work schedules) recording all transactions of each Affiliate at, through, or in anywise connected with the Airport and Concessionaire's operations at the Airport, which records and books of account shall be kept at all times within the Port of New York District or at Concessionaire's Philadelphia offices identified in Section 25.10, and shall separately state and identify each activity performed at the Airport and off the Airport if the order therefor is received at the Airport;

(v) permit and/or cause to be permitted in ordinary business hours during the effective period of this Sublease, for one (1) year thereafter, and during such further period as is mentioned in the preceding paragraphs (a)(iii) and (a)(iv), the examination and audit by the officers, employees and representatives of Sublandlord and the Port Authority of all the records and books of account of Concessionaire (including without limitation all corporate records and books of account which Sublandlord or the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of Gross Receipts, all agreements, and all source documents) and all the records and books of account of all Affiliates (including without limitation all corporate records and books of account which Sublandlord or the Port Authority in its sole discretion believes may be relevant for the identification, determination or calculation of Gross Receipts and all agreements, and all source documents) (all of the foregoing records and books described in this paragraph (a)(v) being hereinafter collectively referred to as the "Books and Records") within twenty (20) days following any request by Sublandlord or the Port Authority from time to time and at any time to examine and audit any Books and Records;

(vi) install and use such cash registers, sales slips, invoicing machines and any other equipment and devices, including without limitation computerized record-keeping systems, for recording orders taken, or services rendered, as may be appropriate to Concessionaire's business and necessary or desirable to keep accurate Books and Records

as aforesaid, and without limiting the generality of the foregoing, for any activity involving cash sales, install and use cash registers or other electronic cash control equipment that provides for non-resettable totals;

(vii) in those situations where the Books and Records have been generated from computerized data (whether mainframe, minicomputer, or PC-BASED computer systems), provide, or cause to be provided, to Sublandlord and the Port Authority extracts of data files in a computer readable format on data disks, E-mail with attached files or alternative computer data exchange formats suitable to Sublandlord and the Port Authority in their sole discretion; and

(viii) permit the inspection by the officers, employees and representatives of Sublandlord and the Port Authority of any equipment used by Concessionaire, including, but not limited to, any of the equipment described in subparagraph (a)(vi) above.

(b) Without implying any limitation on the right of Sublandlord to terminate this Sublease based on an Event of Default, including but not limited to, default of any term, condition or provision of paragraph (a) above, if any Books and Records are maintained outside of the Port of New York District, then Sublandlord in its sole discretion may (i) require on ten (10) days' notice to Concessionaire that any such Books and Records be made available to Sublandlord and the Port Authority within the Port of New York District for examination and audit pursuant to paragraph (a)(v) hereof and/or (ii) examine and audit any such Books and Records pursuant to paragraph (a)(v) at the location(s) they are maintained and if such Books and Records are maintained within the contiguous United States, Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all travel costs and related expenses, as determined by Sublandlord and the Port Authority, for Sublandlord and Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, and if such Books and Records are maintained outside the contiguous United States Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all costs and expenses of Sublandlord and the Port Authority, as determined by Sublandlord and the Port Authority, of such examination and audit, including but not limited to, salaries, benefits, travel costs and related expenses, overhead costs, and fees and charges of third party auditors retained by Sublandlord and the Port Authority for the purpose of conducting such audit and examination.

(c) Without implying any limitation on the rights or remedies of Sublandlord or the Port Authority under this Sublease or otherwise, including without limitation the right of the Sublandlord to terminate this Sublease for an Event of Default, including a default of any term or provision of paragraphs (a)(iii) or (a)(iv) above and in addition thereto, if any of the Books and Records are not maintained in English, then Concessionaire shall pay to Sublandlord and the Port Authority, when billed, all costs and expenses of Sublandlord and the Port Authority, as determined by Sublandlord and the Port Authority, to translate such Books and Records into English.

(d) If upon conducting an examination and audit as described in this Section, Sublandlord or the Port Authority determines that unpaid amounts are due to Sublandlord or the Port Authority by Concessionaire (the "Audit Findings"), Concessionaire shall be obligated, and hereby agrees, to pay to Sublandlord and 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 Sublandlord and the Port Authority. Such service charge shall be exclusive of, and in addition to, any and all other moneys or amounts due to Sublandlord and the Port Authority by Concessionaire under this Sublease or otherwise. No acceptance by Sublandlord or the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed a waiver of the right of Sublandlord or the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Sublease or otherwise with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by Sublandlord and the Port Authority in the same manner and with like remedies as if it were originally a part of the original 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 Sublandlord or the Port Authority under this Sublease or otherwise, including, without limitation, Sublandlord's right to terminate this Sublease or the Port Authority's rights to revoke the Consent, or (ii) any obligations of Concessionaire under this Sublease. In addition, Concessionaire shall pay to Sublandlord and the Port Authority the cost of any audit or inspection performed pursuant to this Section if Gross Receipts were understated by more than five percent (5%).

The foregoing auditing costs, expenses and amounts of Sublandlord and the Port Authority set forth in paragraphs (b), (c) and (d) above shall be paid to Sublandlord and the Port Authority as Additional Rent upon demand therefor.

SECTION 4.02 Reporting. No later than sixty (60) days after the end of each year during the Term, Concessionaire shall provide to Sublandlord and the Port Authority a written annual statement executed by a senior financial officer of Concessionaire certifying that the Rent payments and all other payments made by Concessionaire to Sublandlord and the Port Authority during the preceding year pursuant to this Sublease were made in accordance with the terms of this Sublease. Such statement shall also contain a list of the Gross Receipts, by month, location, and product category, as shown on the Books and Records, which were used to compute the Monthly Rent and other payments made to Sublandlord and the Port Authority during the period covered by said statement. Such statement shall be certified, at Concessionaire's expense, by an independent certified public accountant. Concessionaire shall have until ninety (90) days from the end of each year during the Term to propose, in writing, any adjustments to such annual statement. No adjustments shall be made until Concessionaire has received approval from Sublandlord, the Port Authority, or their designated representatives, as applicable. Any additional or unpaid rent or fees due for the prior year shall be submitted with such annual statement.

Any year-end credit due to Concessionaire, after approval of the annual certified statement, shall be taken by the 180th day of the year during which the annual statement was submitted. A credit shall be noted in the monthly statement submitted by Concessionaire and the

credit shall be applied to the rent due. If credit is not taken by said date, credit shall be deemed as forfeited by Concessionaire with no further obligation by Sublandlord.

SECTION 4.03 Internal Controls. Concessionaire shall maintain an internal control structure designed to provide reasonable assurance that assets are safeguarded from loss or unauthorized use, that transactions are executed in accordance with management's authority, and that the financial records are reliable for the purposes of preparing financial statements. The internal control structure shall be supported by the selection, training, and development of qualified personnel, by an appropriate segregation of duties, and by the dissemination of written policies and procedures.

ARTICLE V. ALTERATIONS; INITIAL INVESTMENT

SECTION 5.01 Alterations.

(a) Concessionaire shall not make or perform or permit the making or performance of, any alterations, installations, improvements, additions or other physical changes in or about the Concessionaire Premises, including Concessionaire's Work (collectively, "Alterations"), without the prior written consent of Sublandlord and the Port Authority as hereinafter set forth. Sublandlord's and the Port Authority's consent to Alterations may be withheld for any reason or for no reason. Any Alterations made to the Concessionaire Premises shall be made in accordance with (i) this Sublease, (ii) the Tenant Design Manuel, (iii) the Master Lease, (iv) the Port Authority's TAA process and the specific TAA therefor, (v) the Consent, and (vi) all Legal Requirements.

(b) Title to all Alterations made and installed by Concessionaire upon or in the Concessionaire Premises shall pass to the City of New York as the same or any part thereof is erected, constructed or installed, in accordance with the Master Lease, provided that all furniture, finishings, movable trade fixtures, and personal property of Concessionaire shall remain the property of Concessionaire and upon the Expiration Date, shall be removed from the Concessionaire Premises by Concessionaire, provided, further, that Concessionaire shall repair any damage to the Concessionaire Premises or the Master Lease Premises caused by such removal. The foregoing provisions of this paragraph shall not affect the risks and obligations assumed by Concessionaire under this Sublease nor release Concessionaire from the performance of its obligations to rebuild and/or restore any such Alterations as set forth in this Sublease. Notwithstanding the foregoing, subject to the provisions of the Master Lease, Sublandlord shall have the right and privilege at any time up to six (6) months prior to the expiration of this Sublease to serve notice upon Concessionaire that any of such Alterations shall be removed and, in the event of service of such notice, Concessionaire shall, at Concessionaire's own cost and expense, remove the same in accordance with such request, and restore the Concessionaire Premises to its original condition, ordinary wear and tear and casualty excepted.

(c) Full and complete plans and specifications for all Alterations, and the time required to complete same, shall be submitted to and receive the written approval of Sublandlord before any work or construction is commenced. First-class standards of

design and construction, as determined by Sublandlord, shall be complied with in connection with all Alterations and all construction shall conform with Sublandlord's Tenant Design Manual. Sets of plans and materials boards for all Alterations shall be given to Sublandlord for review prior to commencement of construction in accordance with the requirements listed in the Tenant Design Manual. After final approval by Sublandlord, Sublandlord shall return to Concessionaire one (1) approved copy for Concessionaire's records and shall retain one (1) approved copy as an official record thereof.

(d) Concessionaire will additionally be required to comply with the Port Authority's Tenant Alteration Application (TAA) procedure and construction requirements. All costs associated with the TAA process, including any resubmissions, shall be borne by Concessionaire. The forms and information required in this process may be obtained directly from the Port Authority's Tenant Liaison Office in Building 14 at the Airport.

(e) All Alterations, including the plans and specifications therefor, constructed or installed by Concessionaire, its agents, or contractors, shall conform in all respects to applicable Legal Requirements, including the ADA Act of 1990, as outlined in the Tenant Design Manual. Any approval given by Sublandlord shall not constitute a representation or warranty as to such conformity; and responsibility therefor shall at all times remain with Concessionaire.

(f) Sublandlord's approval requirements shall extend to and include architectural and aesthetic matters and Sublandlord reserves the right at its sole and absolute discretion to reject any layout or design proposals submitted and to require Concessionaire to resubmit any such layout or design proposals until they meet Sublandlord's approval.

(g) In the event of disapproval by Sublandlord of any portion of any plans or specifications, Concessionaire shall promptly submit necessary modifications and revisions thereof for approval by Sublandlord. Sublandlord agrees to act promptly upon such plans and specifications and upon requests for approval of changes or alterations in said plans or specifications. No substantial changes or alterations, as determined by Sublandlord, shall be made in said plans or specifications after initial approval by Sublandlord, and no alterations or improvements shall be made to or upon the Concessionaire Premises without the prior written approval of Sublandlord.

(h) No more than sixty (60) days after the completion of any construction project, Concessionaire shall provide Sublandlord two (2) completed sets of as-built drawings in reproducible form as specified in Section 7 of the Tenant Design Manual and an electronic file of As-Built Drawings in the format outlined in Section 7 of the Tenant Design Manual, such submissions to include (i) stamped and sealed drawings within the Construction Document set, including architectural, structural, and MEP, (ii) a full set of specifications, including schedules of doors, hardware, equipment, furniture, finishes, and (iii) graphic specifications and details. Concessionaire agrees that, upon the request of

Sublandlord, Concessionaire will inspect the Concessionaire Premises jointly with Sublandlord to verify the as-built drawings.

(i) Concessionaire may install video equipment in its Concessionaire Premises in accordance with plans and specifications to be submitted to Sublandlord, but shall not install any paging or audio system within the Concessionaire Premises without the prior written consent of Sublandlord.

SECTION 5.02 Access by Sublandlord and the Port Authority.

(a) Sublandlord, the Port Authority (to the extent permitted under the Master Lease), and their respective directors, officers, employees, agents, representatives, contractors, and furnishers of utilities and other services, shall have the right from time to time, at their own cost and expense, for their own benefit or for the benefit of others at the Master Lease Premises and/or Airport, to: (i) construct and maintain existing and future utility and other systems throughout the Concessionaire Premises; (2) enter the Concessionaire Premises at all reasonable times and upon reasonable notice (provided no notice shall be required during any real or threatened emergency) to inspect any part of the Concessionaire Premises, fixed improvements and operating equipment, and to make such repairs, replacements or alterations thereto as may, in the opinion of Sublandlord or the Port Authority, be necessary or advisable (and, if Concessionaire is otherwise obligated under this Sublease to perform such work and/or take such action, the cost thereof shall be due and payable by Concessionaire on demand, as Additional Rent; (3) construct or install facilities over, in or under parts of the Concessionaire Premises otherwise not conveniently accessible; and (4) install, operate, maintain, recover and repair the property used in connection with their respective rights to the Concessionaire Premises, provided that in each case in the exercise of such rights of access, maintenance, repair, replacement, alteration or new construction, Sublandlord and the Port Authority, as applicable, shall use reasonable efforts not to unreasonably interfere with the use and occupancy of the Concessionaire Premises by Concessionaire. In no event shall the exercise by Sublandlord of the Port Authority of the rights granted under this paragraph entitle concessionaire to receive any compensation, reimbursement, damages or abatement of Rent, nor shall such actions by Sublandlord or the Port Authority constitute an eviction or constructive eviction of Concessionaire in whole or in part.

(b) If any movable property of Concessionaire shall obstruct the access of Sublandlord or the Port Authority, their employees, agents and/or contractors, to any of the existing or future utility, mechanical, electrical and/or other systems and thus shall interfere with the inspection, maintenance or repair of any such system, Concessionaire shall move such property, as directed by Sublandlord or the Port Authority, in order that access may be had to the system or part thereof for its inspection, maintenance and/or repair; and, if Concessionaire shall fail to so move such property after direction from Sublandlord or the Port Authority to do so, Sublandlord or the Port Authority may move it, and Concessionaire shall pay the cost of such moving upon demand. In the case of fixed improvements installed by or on behalf of Concessionaire that were approved by Sublandlord and/or the Port Authority and thereafter are required to be moved for the reasons provided above, Sublandlord, at its cost, may move the same and, upon

completion of the inspection, maintenance and/or repair; and, to the extent Sublandlord is obligated pursuant to the Master Lease, Sublandlord shall restore such permanent fixed improvements and repair any damage caused by such removal and restoration to the same condition as existed immediately prior to such removal.

SECTION 5.03 Minimum Initial Investment.

(a) As a valuable consideration for Sublandlord's entering into this Sublease, Concessionaire shall expend in the performance of Concessionaire's Work, and the Initial Investment Costs shall total, a minimum of Forty Million and 00/100 Dollars ($40,000,000.00) (the "Minimum Initial Investment"). Excluded Costs shall not be counted toward Concessionaire's satisfaction of the Minimum Initial Investment expenditure requirement.

(b) Within sixty (60) days after completion of all of Concessionaire's Work, Concessionaire shall provide Sublandlord with a statement executed by an officer of Concessionaire certifying the total Initial Investment Costs, less any Excluded Costs. If said costs are less than the Minimum Initial Investment, the difference shall be payable to Sublandlord and the Port Authority pro rata based on the percentages set forth in the definitions of Sublandlord Share and Port Authority Share, respectively, within thirty (30) days. This certification reporting and fee restrictions shall also apply to any Mid-Term Refurbishments. In addition to the certified statement, Concessionaire shall submit to Sublandlord paid contractor receipts and lien waivers for labor and materials for Concessionaire's Work that have been constructed as approved by Sublandlord as well as a depreciation schedule for the Initial Investment Costs. Failure by Concessionaire to provide such reports and schedules on time shall result in a $250 per day penalty, payable to Sublandlord upon demand.

SECTION 5.04 Reimbursement of Unamortized Capital Investment.

(a) If this Sublease is terminated or the Term shall end prior to the Expiration Date, as the same may be extended pursuant to Section 2.02(b), for any reason other than (i) Concessionaire's default hereunder, or (ii) a revocation of the Consent by the Port Authority as a result of a default thereunder, then Sublandlord shall reimburse Concessionaire for its Unamortized Capital Investment as of the effective date of such termination. If this Sublease is terminated or the Term shall end due to (i) Concessionaire's default hereunder, or (ii) a revocation of the Consent by the Port Authority as a result of a default thereunder, then Concessionaire shall not be entitled to reimbursement of any of its Unamortized Capital Investment.

(b) Any payments required to be made pursuant to this Section shall be in full and final satisfaction of any and all obligations, damages, reimbursements and compensation due to Concessionaire, arising from or related to a termination or expiration of the Sublease as described in Section 5.04(a). If Sublandlord is obligated to reimburse any Unamortized Capital Investment pursuant to this Section, under no circumstances shall Sublandlord be liable to Concessionaire or any third party for any liabilities or damages whatsoever, including lost profits, revenues, or punitive,

consequential, incidental or special damages, other than the Unamortized Capital Investment due Concessionaire under this Section.

(c) Notwithstanding anything in this Section to the contrary, Sublandlord shall not be required to reimburse Concessionaire for any Unamortized Capital Investment unless and until Concessionaire provides Sublandlord with reasonably detailed documentation verifying the Initial Investment Costs and the Unamortized Capital Investment.

(d) Sublandlord and Concessionaire each expressly acknowledges and agrees that the Port Authority shall have no obligations to Concessionaire to subsidize, finance or reimburse any portion if the Unamortized Capital Investment, and Concessionaire hereby releases and discharges the Port Authority from any such obligation with respect to the Unamortized Capital Investment.

ARTICLE VI. CONDUCT OF BUSINESS BY CONCESSIONAIRE

SECTION 6.01 Permitted Operations. Concessionaire shall use the Concessionaire Premises only for the purpose of conducting the Permitted Operations, and for no other use or purpose without obtaining the prior written consent of Sublandlord and the Port Authority.

SECTION 6.02 Concessionaire's Rights and Obligations.

(a) Concessionaire shall sell food and beverage products and items to passengers, employees, and the general public in accordance with the terms and conditions contained in this Sublease. With respect to each concession location hereunder, Concessionaire shall sell the items listed in Exhibit E, which items shall be available at the specified location at all times. The list of items approved for sale and the specification of sale locations as set forth in Exhibit E may from time to time be amended by Concessionaire, subject to Sublandlord approval in accordance herewith, or as otherwise provided in this Sublease. Concessionaire shall submit, on a monthly basis, a written proposal for such amendments, including menu additions/deletions and price changes and otherwise in accordance with this Sublease (including Section 8.03), to the Sublandlord Concession Manager for review. Sublandlord shall approve or reject the amendments set forth in such written proposal within ten (10) business days after receipt thereof, such approval not to be unreasonably withheld, provided that (i) if Sublandlord fails to so notify Concessionaire within such ten (10) day period, the amendments shall be deemed approved and Concessionaire shall have the right to institute such amendments, subject to Sublandlord's right to further review such amendments within thirty (30) after they are instituted and require a removal thereof if, upon such further review, Sublandlord reasonably determines the amendments were inappropriate or unjustified, and (ii) prior written approval shall not be required for the addition and pricing of menu items identified or treated as "daily specials".

(b) No more than 10% of the Concessionaire Premises may be used for storage or office purposes.

(c) Concessionaire shall install and maintain appropriate signs in or upon the Concessionaire Premises, provided that the location, design, installation, and maintenance, including re-lamping of all signs, shall be subject to Article XXI.

(d) Concessionaire shall make arrangements, including arrangements on costs and availability, for parking for Concessionaire's employees directly with the Port Authority if so desired or necessary, and Sublandlord shall have no liability to Concessionaire with respect thereto.

(e) This Sublease is subject to any and all covenants, conditions, restrictions, easements, mortgages, deeds of trust, ground leases, rights of way, FAA or any successor federal agency's restrictions, or regulations, and any other matters of record pertaining to the Airport or the Master Lease Premises.

(f) Notwithstanding anything in this Sublease to the contrary, Sublandlord and Concessionaire shall from time to time evaluate whether any of the food and beverage concepts operated by Concessionaire should be modified and/or repositioned, whether for financial performance reasons, food and beverage diversity, customer dining trends, necessary service to the public, or otherwise. Each party shall have the right to notify the other party regarding potential modifications and/or repositioning, and thereupon the parties shall meet to discuss proposals therefor and to attempt to reach agreement. The parties agree to act promptly and in good faith to fulfill the intent of this Paragraph.

SECTION 6.03 License and Permits; Legal Requirements; Assistance.

(a) If any license or permit is required by any Governmental Authority for the proper and lawful conduct of any business or other activity conducted in the Concessionaire Premises, then Concessionaire shall duly procure and thereafter maintain in full force and effect at all times during the Term, each such license or permit, and shall submit the same for inspection by Sublandlord and the Port Authority upon request therefor by such party.

(b) Without limiting the provisions of Paragraph (a) above, if the sale and consumption of spirited alcohol, wines and beers will occur at the Concessionaire Premises, Concessionaire, at its sole cost and expense, shall be responsible for purchasing or otherwise obtaining a liquor license relative to such sale and consumption of spirited alcohol, wines and beers prior to the opening of the Concessionaire Premises for business to the public and shall maintain such liquor license in full force and effect and in accordance with all Legal Requirements throughout the Term. Concessionaire shall also be responsible for any and all signage, postings or other materials requested by Sublandlord and the Port Authority or required under New York State law from time to time, as well as for compliance with all of the rules and regulations of the New York Alcoholic Beverage Commission or other governmental agencies which have jurisdiction over spirited alcohol, wine and beer licenses.

(c) Concessionaire shall comply at all times with all present and future Legal Requirements and shall neither (i) do or permit anything to be done in or about the Concessionaire Premises that will violate any Legal Requirements, nor (ii) cause or knowingly permit anything to occur in the Concessionaire Premises that constitutes a violation or breach of the Master Lease or cause Sublandlord to be in breach or violation of the Master Lease.

(d) Concessionaire covenants and agrees to (i) assist and support all efforts of Sublandlord and others to provide deliveries to and from the public access areas and secure areas of the Master Lease Premises and the Concessionaire Premises, and (ii) coordinate with Sublandlord and others in matters essential to the efficient operation of the Master Lease Premises.

SECTION 6.04 Restrictions on Operations, Uses and Privileges.

(a) Notwithstanding anything contained in Sections 6.01 and 6.02, in no event shall Concessionaire be permitted to use the Concessionaire Premises for, and the Permitted Operations shall expressly exclude, any operation or use that:

(i) materially interferes with the reasonable use, by third parties, of the Common Areas;

(ii) hinders emergency personnel (including, but not limited to police, fire and rescue personnel);

(iii) constitutes a condition hazardous to the safety or health of the general public;

(iv) is contrary to rules, regulations, policies or directives of the Port Authority;

(v) is prohibited under the Master Lease;

(vi) is not permitted by the Consent;

(vii) violates any certificate of occupancy in force for the Master Lease Premises;

(viii) causes or is likely to cause damage to the Master Lease Premises or any equipment, facilities or other systems therein;

(ix) impairs the character, reputation, image or appearance of the Master Lease Premises as a first-class airport terminal;

(x) interferes with the proper, efficient and economic maintenance, operation and repair of the Master Lease Premises or its equipment, facilities or systems, including without limitation, the service systems;

(xi) constitutes a nuisance, annoyance or inconvenience to other tenants or occupants of the Master Lease Premises or interferes with or disrupts the use or occupancy of any area of the Master Lease Premises (other than the Concessionaire Premises) by other tenants or occupants;

(xii) results in demonstrations, bomb threats or other events that require evacuation of or increased security for the Master Lease Premises or otherwise disrupts the use, occupancy or quiet enjoyment of the Master Lease Premises by other tenants, occupants and users;

(xiii) interferes with the transmission or reception of microwave, television, radio or other communication signals by antennae located on the roof of, or elsewhere in, the Master Lease Premises;

(xiv) violates any provision of any financing documents from time to time encumbering the Master Lease Premises, all covenants, conditions and restrictions affecting the Master Lease Premises or any modifications, amendments, substitutions, replacements, supplements or additions to any of the foregoing;

(xv) violates any requirement or condition of any insurance policies maintained by Sublandlord in connection with the Master Lease Premises or the rules and regulations of the New York Board of Fire Underwriters or Insurance Services Office (or similar bodies); or

(xvi) is for any immoral or illegal purposes.

(b) Concessionaire shall not install amusement machines or vending machines in or upon the Concession Premises.

(c) The products and services listed on Exhibit F as Prohibited Items shall not be displayed or sold in the Concession Premises.

(d) No public or private auction, "fire," "going out of business", bankruptcy or similar types of sales shall be conducted in or from the Concessionaire Premises. The Concessionaire Premises shall not be used except in a dignified and ethical manner consistent with the general high standards of concession operations in the Master Lease Premises.

SECTION 6.05 Port Authority Reserved Uses. In addition to the operations excluded by Section 6.04 above and without limiting the generality thereof, Concessionaire agrees that it shall not implement, conduct, control or receive any rents, fees, or profits with respect to any of the following uses, operations or installations at the Concessionaire Premises, which the Port Authority has reserved exclusively to itself and its designees, subject to the provisions if the Master Lease: (i) advertising, (ii) public telephones (sometimes also referred to as "pay phones" "pay telephones" or "public telephones"), pre-paid phone cards, facsimile transmission machines and other public communications services and facilities, including

without limitation, public communications services and facilities that operate within the licensed spectrum radio frequency allocations and including in particular, but without limitation, "cellphone"/cellular technology and any technology that substitutes for, replaces or is used in conjunction with cellphone/cellular technology, and also including all Port Authority-owned or operated information and communications technology infrastructure for common Airport use, (iii) vending machines dispensing anything including, but not limited to, catalog and electronic sales (except in non-public areas of the Concessionaire Premises for products then permitted to be sold on the Concessionaire Premises under agreements or subleases approved by the Port Authority as required under the Master Lease), (iv) ground transportation (including vehicle rentals) reservations, as provided in Section 66 of the Master Lease, (v) provision of on-airport baggage carts or other on-airport baggage-moving devices.

SECTION 6.06 Reserved Rights of Sublandlord.

(a) Subject to the other provisions of this Article VI and to the Master Lease, (i) Sublandlord shall retain the right to grant privileges under separate agreements for other retail, food service, consumer services, and vending services at the Airport, and (ii) at any time during the term of this Sublease, Sublandlord shall have the right, in its sole discretion, to lease new or additional retail space in the Master Lease Premises to other concessionaires under separate agreements.

(b) Notwithstanding the provisions of this Article VI, Concessionaire specifically understands and agrees that, in the event of a conflict between Concessionaire and any other lessee or concessionaire in the Master Lease Premises as to specific products and merchandise to be sold or services to be provided, Sublandlord shall make the final determination as to which products and merchandise or services may be sold or provided by each concessionaire or lessee and shall endeavor to do so in a manner that is not inconsistent with the respective lease of the relevant parties.

SECTION 6.07 M/W/DBE Participation. The provisions of this Section shall apply if Concessionaire has been selected as a M/W/DBE. Concessionaire represents and warrants to Sublandlord that it and/or its M/W/DBE participant(s) meet all standards of qualification as a M/W/DBE in accordance with the Port Authority's current policies as set forth in Exhibit G-1 attached hereto, and shall so certify to the Port Authority in accordance with the certifications requirements set forth in Exhibit G-2 attached hereto. Concessionaire shall take all steps necessary to obtain the appropriate M/W/DBE certification from the Port Authority on or before the execution of this Sublease and in no event later than the earlier of the date that Concessionaire shall commence construction in the Concessionaire Premises. Furthermore, Concessionaire shall take all steps necessary to maintain such certification at all times during the Term. If Concessionaire is required to be a M/W/DBE, Concessionaire shall have no right to commence any construction or open for business in the Concessionaire Premises until Concessionaire has been completely certified as a M/W/DBE by the Port Authority. Any failure to timely obtain or to maintain at all times such certification shall be a material breach of this Sublease by Concessionaire, but shall not result in any delay in the Rent Commencement Date. If the M/W/DBE participant is an individual or the individual is the sole owner of Concessionaire, the participating M/W/DBE percentage, as so certified, shall not be less than one hundred percent (100%) at all times during the Term. If the M/W/DBE participant is a

member/partner of a partnership or limited liability company with Concessionaire or a joint venture partner of a joint venture with Concessionaire or a sublessee, licensee or franchisee of Concessionaire, the participating M/W/DBE percentage, as so certified, shall not be less than seventeen percent (17%) at all times during the Term. Any change in the ownership structure involving the certified M/W/DBE participant must be immediately reported in writing to Sublandlord and the Port Authority and in no event later than thirty (30) days following any such change. Concessionaire understands and agrees that failure to maintain its certification as a M/W/DBE may, at the sole and absolute discretion of Sublandlord, be cause for immediate termination of this Sublease. Concessionaire further understands and agrees that, should any M/W/DBE hereunder cease operation, or should Concessionaire determine that a DBE is unwilling or unable to perform satisfactorily under this Sublease, Concessionaire shall assume the operation immediately and, without any cessation of said operation, shall, within one hundred twenty (120) days, obtain another qualified M/W/DBE certified by and acceptable to Sublandlord, to resume the duties of the M/W/DBE. In the event the Federal government shall enact any law or impose regulations in conflict with this provision or Concessionaire's M/W/DBE Participation Plan, this Sublease, including said Plan, shall be deemed amended to conform to said laws or regulations.

SECTION 6.08 Affirmative Action. Concessionaire covenants 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. Concessionaire 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. Concessionaire covenants that it will require that its covered suborganizations provide assurances to Concessionaire that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect. In addition and in no way limiting the foregoing, Concessionaire shall comply with the Port Authority's Affirmative Action/EEO Guidelines set forth in Exhibit H attached hereto.

SECTION 6.09 Local Business Enterprise Commitment. Concessionaire shall comply with the Port Authority's policy regarding Local Business Enterprises set forth in Exhibit I attached hereto.

ARTICLE VII. HOURS OF OPERATION, ETC.

SECTION 7.01 Hours of Operation. Concessionaire shall actively operate its business in the Concessionaire Premises in a business-like manner. The Concessionaire Premises shall be open to serve the public seven (7) days per week, and the hours of operation shall be such that passengers of any and all flights departing from the Master Lease Premises will be accommodated. In no event shall the hours of operation be curtailed to an extent that the service contemplated under this Concession Lease shall be diminished. Except as otherwise stated herein, the hours of service shall be determined in light of changing public demands and Sublandlord's flight schedules, provided that Concessionaire shall keep specific units open for business continuously during the period commencing no later than one hour prior to the first scheduled aircraft departure at the Master Lease Premises each day and continuing until at least

the last actual departure at the Master Lease Premises on such day, the specific units to remain open as aforesaid to be mutually agreed upon by Concessionaire and Sublandlord based, in part, on proximity to the actual operating gates, provided, further, that Concessionaire shall, at a minimum, keep specific units open for business on a twenty-four (24) hour basis as follows: one (1) location in the Arrivals area of the Master Lease Premises, two (2) locations in the sterile area of the Master Lease Premises (post-security) providing at least one (1) hot food option and one (1) cold food option, such specific locations to be proposed by Concessionaire and subject to Sublandlord's approval, not to be unreasonably withheld. Concessionaire has the right to advise the Sublandlord Concession Manager of Concessionaire's analysis of the optimum arrangements, but the final determination of minimum hours of operation shall be made by the Sublandlord Concession Manager based on his or her analysis of necessary service to the public. No facilities shall be blocked off or closed at any time during the designated minimum hours of operation.

Notwithstanding anything herein to the contrary, all locations constituting part of the Concessionaire Premises shall remain open in accordance with this Section to accommodate customers and passengers of all flights arriving and departing at the Master Lease Premises, including flights that are, for any reason, delayed, re-scheduled, or otherwise the subject of irregular operations.

SECTION 7.02 Delivery of Goods. Concessionaire shall arrange and be responsible for the timely delivery of all goods, stock, fixtures, and supplies to and from the Concessionaire Premises, at such times, at such on-airport locations(s), and by such on-airport routes as approved in writing by Sublandlord. Rubber-tired dollies or a transport apparatus shall be used to deliver goods. Any damage incurred to the Master Lease Premises architecture, furniture, fixtures or infrastructure during merchandise distribution must be replaced or repaired to Sublandlord's satisfaction at Concessionaire's expense. Sublandlord-approved floor and wall protection may be required for over-sized or heavy loads. Delivery of goods to the Concessionaire Premises shall be scheduled during non-peak hours.

ARTICLE VIII. QUALITY AND CHARACTER OF SERVICE

SECTION 8.01 Merchandising Plan. Concessionaire shall sell the items listed in Exhibit J in the designated locations, also listed in Exhibit J. Concessionaire shall upon written demand from Sublandlord cease selling any item that Sublandlord shall determine is objectionable for sale or display in the Master Lease Premises and immediately remove such item from its inventory and not thereafter offer such item for sale in the Master Lease Premises. Upon prior written approval from Sublandlord or as otherwise provided in this Sublease, Concessionaire may from time to time add or delete items from its merchandise offerings.

SECTION 8.02 Quality of Merchandise. Concessionaire shall offer for sale only high-quality products and those that are safe, free of adulteration, sanitary, properly labeled, and as advertised. Upon written notice to Concessionaire by Sublandlord of any violation of this provision, Concessionaire shall forthwith correct the condition objected to within three (3) days after receipt of such notice.

SECTION 8.03 Pricing. Concessionaire shall comply with the Port Authority's "Street Pricing Requirements", as set forth in Exhibit K attached hereto. Subject to the

foregoing, with respect to price comparisons for each retail, food, and beverage item sold in the Concessionaire Premises, Concessionaire shall provide Sublandlord with the names of three (3) retail or restaurant outlets in the New York Metropolitan Area that sell the item and are comparable in concept, size, and quality to the Concessionaire Premises in the Master Lease Premises. These outlets must be approved in advance in writing by Sublandlord. The comparable outlets must be valid comparables and will be used as the basis for price comparisons during the term of the Sublease to determine compliance with the Street Pricing Requirements. Acceptable outlets shall not include hotel gift stores, amusement parks, stadiums, arenas, other airports or transportation facilities, and zoos. If Concessionaire owns and/or operates a similar business selling like products to the public or there are outlets of the same brand in the New York Metropolitan area, then prices at the Concessionaire Premises shall be the same as the prices charged at the non-airport location(s).

During the term of this Sublease, Concessionaire shall at least semi-annually provide documentation to Sublandlord comparing the prices it charges in the Master Lease Premises with the prices charged by the designated comparable outlets to establish Concessionaire's compliance with the Street Pricing Requirements. The items used in the foregoing price comparisons shall be the 10 items sold by Concessionaire having the highest dollar sales volume and another five items selected as having the highest number of units sold.

Additionally, no more than twice per year, Sublandlord may require Concessionaire to perform a price comparison of up to twenty items selected by Sublandlord. In the event it is determined by Sublandlord that Concessionaire is not in compliance with the Street Pricing Requirements, Sublandlord shall give Concessionaire written notice thereof and proceed with the Sanctions outlined in Section 17.03 hereof.

Prior to introducing new products at any time during the Term of the Sublease, Concessionaire shall submit prices and appropriate comparisons to Sublandlord for review and written approval in accordance with the other provisions of this Sublease.

SECTION 8.04 Adult Materials. Any adult materials approved for sale on the Concessionaire Premises shall be handled in a discreet manner so as not to offend the public. Adult magazines shall be wrapped or covered, except for the name, and their manner of display shall be subject at all times to Sublandlord's approval. Any other adult materials shall be handled as directed by Sublandlord. Concessionaire shall immediately remove from the Concessionaire Premises all adult materials that Sublandlord directs it to so remove and shall not thereafter display such material on the Concessionaire Premises. For the purposes of this Section, Sublandlord's designation of an item as adult material shall be final.

SECTION 8.05 Sublandlord Concession Manager's Right to Object. The Sublandlord Concession Manager shall have the right to raise reasonable objections to the appearance or condition of the Concessionaire Premises, the quality and quantity of merchandise, the character of the service, the hours of operation, the appearance and performance of service personnel, and to require any such conditions or practices objectionable to said Sublandlord Concession Manager to be remedied by Concessionaire.

SECTION 8.06 Nondiscriminatory Services Requirement. Concessionaire shall provide all services authorized hereunder to its customers and patrons upon a fair, equal, and nondiscriminatory basis and charge fair, reasonable, and nondiscriminatory prices. Concessionaire shall offer a 20% discount on the price of all products and merchandise, excluding reading material and tobacco products, sold in the Master Lease Premises to all Sublandlord, Sublandlord affiliate, and Port Authority employees, provided such individuals show valid identification. Such discount shall be taken from the typical Street Price charged to all other customers. Exemptions from and modifications to the discount shall be subject to the prior written approval of Sublandlord in its sole discretion.

SECTION 8.07 Type of Operation. Concessionaire shall maintain and operate the Concessionaire Premises granted hereunder in an orderly, proper, and first-class manner, which, in the sole judgment of Sublandlord, does not annoy, disturb, or offend others at the Airport. Furthermore, Concessionaire shall operate its business so as to maximize revenues in accordance with best industry practices and the standards observed generally by first-class business enterprises of regional or national scope which operate at other major airports.

SECTION 8.08 Replacements and Refunds. Concessionaire shall without any additional charge to the purchaser, exchange any product determined by said purchaser to be unsatisfactory, flawed, defective, or of poor quality or shall provide a full refund of the purchase price. Concessionaire agrees to satisfy all customers' complaints within forty-eight hours of receipt.

SECTION 8.09 Credit and Debit Cards and Travelers Checks. At all times during the term of this Sublease, Concessionaire shall accept as payment for goods and services travelers checks and at least three major nationally recognized credit or debit cards (e.g., American Express, Master Card, VISA) as designated by Sublandlord, subject, in all instances, to applicable Legal Requirements. Such travelers' checks and credit and debit cards shall be accepted as a service to the public for purchases. "Contactless" credit card transactions (e.g., Visa/Mastercard PayPass, Amex ExpressPay, etc.) and "No Signature Required" credit card

transactions are Sublandlord's preferred payment options for customer purchases that are less than $25 at all concession locations in the Master Lease Premises.

SECTION 8.10 Services to the General Public. Concessionaire shall without charge provide services such as making change, giving directions, and providing general information to the public. Concessionaire shall strive to ensure that all of its employees know the layout of the Master Lease Premises and have the ability to provide passengers and visitors with information regarding the locations of Airport services.

SECTION 8.11 Additional Compliance. Concessionaire shall comply with all applicable governmental laws, ordinances, and regulations in the conduct of its operations under this Sublease.

SECTION 8.12 Personnel

(a) Concessionaire shall maintain a sufficient number of properly trained personnel to ensure that all customers of Concessionaire receive prompt and courteous service at all times. All such personnel, while on or about the Concessionaire Premises, shall be polite, clean, appropriately attired, and neat in appearance. Employees of Concessionaire shall wear appropriate nametags, subject to the approval of Sublandlord, and employees performing similar jobs shall have a similar dress code or wear similar uniforms, which shall be clean and pressed. Employees of Concessionaire shall also wear/display their Port Authority-issued security badges as required. Sublandlord shall have the right to object to the demeanor, conduct, and appearance of any employee of Concessionaire, or any of its invitees or those doing business with it, whereupon Concessionaire shall take all steps necessary to remedy the cause of the objection.

(b) The management, maintenance, and operation of the Concessionaire Premises shall be at all times during the term hereof under the supervision and direction of an active, qualified, competent, and experienced manager, who shall at all times be authorized to represent and act for Concessionaire. Concessionaire shall cause such manager to be assigned a duty station or office in the Concessionaire Premises at which he or she shall be available during normal business hours, and Concessionaire will at all times during the absence of such manager assign, or cause to be assigned, a qualified subordinate to assume and be directly responsible for the carrying out of his or her duties. A local representative of Concessionaire shall be available by telephone 24 hours per day, 7 days per week, 365 days per year in case of an emergency. The contact information for this representative shall be on record with Sublandlord at all times.

SECTION 8.13 Customer Receipts. Concessionaire shall provide receipts for all purchases to customers that state, at a minimum, the name of the Airport and terminal building, the date of the sales transaction, the trade name and telephone number of the business operated in the Concessionaire Premises, and all detailed sales transaction information, including taxes charged.

SECTION 8.14 Tip Jars and Need-A-Penny Plates. Tip jars, cups, baskets or containers and "Need-A-Penny" plates, jars or cups are not permitted in any Concessionaire Premises. In bars and sit-down restaurants, tip jars may be kept apart from the public serving area, such as on a back bar. In quick service restaurants such as coffee shops, tip jars, cups, baskets and containers must be kept from public view. Under no circumstances shall a tip jar be placed in such a way as to "invite" or suggest that tips should be offered by customers.

ARTICLE IX. COMMON AREAS

SECTION 9.01 Use of Common Areas. Upon payment of the Rent and performance and observance of all terms and conditions in this Sublease to be performed and observed by Concessionaire, the right to possession of the Concessionaire Premises shall also include the non-exclusive right to the use of the Common Areas with all others for whose convenience and use both the Common Areas have been or may hereafter be provided by the Port Authority or Sublandlord, or both, subject however, to such rules and regulations for the use thereof as may be prescribed from time to time by either or both of Sublandlord and the Port Authority.

SECTION 9.02 Operation and Maintenance of Premises and Common Areas. Subject to Article X below, Sublandlord agrees, at no cost to Concessionaire, to keep all portions of the Master Lease Premises in good order and repair, and in full compliance with all Legal Requirements, including all HVAC equipment, plumbing (including sewage systems), electrical, fire protection (including any sprinkler systems in the Concessionaire Premises), and other systems and facilities servicing the Master Lease Premises, foundations, and exterior walls, provided that the provisions of this Section shall not apply in the case of damage or destruction by fire or other casualty or a taking under the power of eminent domain, in which case the obligations of Sublandlord shall be controlled by either Section 12 or Section 18 of the Master Lease or any other controlling section of the Master Lease. The foregoing obligations of Sublandlord shall include the responsibility and liability for the repair, maintenance, replacement and restoration of all systems serving the Concessionaire Premises or all portions thereof, save and except for those systems installed within the Concessionaire Premises by Concessionaire, to the extent that such system serves only the Concessionaire Premises.

ARTICLE X. MAINTENANCE OF CONCESSIONAIRE PREMISES

SECTION 10.01 Airport Maintenance Obligations.

(a) Sublandlord agrees that it will with reasonable diligence, maintain, operate, and keep in good repair the public areas of the Master Lease Premises, including all appurtenances, facilities, and services now or hereafter connected therewith but excluding the Concessionaire Premises.

(b) Sublandlord shall provide, or cause to be provided, structural maintenance of the Master Lease Premises.

(c) Sublandlord shall provide free and uninterrupted access to the Master Lease Premises by Concessionaire and its employees, contractors and agents at all times, subject to interruptions due to security, construction, or operational conditions dictating otherwise, subject, further, to compliance with all Airport and Port Authority rules and regulations. Sublandlord reserves the right to restrict access to the Master Lease Premises for deliveries during peak activity periods by giving prior notice of such restrictions.

SECTION 10.02 Concessionaire's General Maintenance Obligations. Except for maintenance of the Common Areas, as provided in Article IX, Concessionaire shall be obligated, without cost to Sublandlord, to maintain the Concessionaire Premises and every part thereof in good appearance, repair, and safe condition. Concessionaire shall maintain and repair all Leasehold Improvements on the Concessionaire Premises and all furnishings, fixtures, and equipment therein, whether installed by Concessionaire or by others, including repainting or redecorating as necessary, and replacing or repairing worn carpet, tile, fixtures, or furnishings. Concessionaire's responsibilities include the scheduled and unscheduled maintenance, repair, and replacement of all utility lines and connections, wiring, communication cables, fire alarm systems and protection devices, panels, and associated parts and equipment located within or exclusively serving the Concessionaire Premises. All such maintenance and repairs shall be of quality equal to the original in materials and workmanship, and all work, including paint colors, shall be subject to the prior written approval of Sublandlord. Notwithstanding anything in this Sublease, including Article IX, to the contrary, Concessionaire's maintenance and repair obligations set forth in this Section shall extend to the furnishings, fixtures, and equipment provided in connection with customer dining and located in the common food service seating areas.

SECTION 10.03 Preventive and Routine Maintenance Programs. Upon the execution of this Sublease, Concessionaire shall establish a preventive and routine maintenance program to maintain the Concessionaire Premises in like-new condition, the provisions of which shall be subject to the approval of and periodic review by the Sublandlord Concession Manager or his or her designated representative. Concessionaire shall in January of each lease year, provide the Sublandlord Concession Manager a written schedule of Concessionaire's cleaning and maintenance program.

SECTION 10.04 Sublandlord Sole Judge of Maintenance. Sublandlord or its authorized agents shall be the sole judge of the quality of maintenance. Sublandlord or its authorized agents may, during Concessionaire's working hours and without notice, enter upon the Concessionaire Premises to determine if maintenance satisfactory to Sublandlord is being performed. If it is determined that such maintenance is not satisfactory, Sublandlord shall so notify Concessionaire in writing. If such maintenance is not performed to Sublandlord standards by Concessionaire within seven (7) days after receipt of written notice, Sublandlord or its agents thereafter shall have the right (but not the obligation) to enter upon the Concessionaire Premises and perform the maintenance thereof and Concessionaire agrees to promptly reimburse Sublandlord for the cost thereof, plus twenty percent (20%) for administrative overhead.

SECTION 10.05 Routine Refurbishment. On or about the commencement of each calendar year, representatives of Sublandlord and Concessionaire shall tour the Concessionaire Premises and jointly agree upon what, if any routine refurbishment is required to maintain the Concessionaire Premises in first-class condition, and Concessionaire shall promptly undertake such refurbishment at its sole cost and expense. If Concessionaire and Sublandlord cannot jointly agree upon the type and extent of refurbishment, Sublandlord may in its sole discretion determine the refurbishment required. For purposes of this paragraph, "refurbishment" shall mean the routine repainting or revival of concession space within the Concessionaire Premises, including the replacement or repair of worn carpet, tile, furnishings, fixtures, finishes, decorations, or equipment.

SECTION 10.06 Mid-Term Refurbishment

(a) Prior to the last one hundred eighty (180) days of the sixth anniversary of the Commencement Date, Concessionaire shall submit plans and an implementation schedule for approval to Sublandlord for refurbishments of the Concessionaire Premises (the "Mid-Term Refurbishments") to be completed within the first ninety (90) days after the sixth anniversary of the Commencement Date (the "MTR Completion Date"), such Mid-Term Refurbishments to consist of alterations and improvements, cosmetic and otherwise, to the Concessionaire Premises in order to restore, refurbish, and beautify the space such that it shall continue to comply with the standards of quality for materials and workmanship, and the other standards set forth in this Sublease. The cost of such Mid-Term Refurbishments shall be a minimum of $2,975,000. All Mid-Term Refurbishments shall comply with the Tenant Design Manual issued by Sublandlord and the other provisions of Article V of this Sublease.

(b) Concessionaire shall proceed with the Mid-Term Refurbishments implementation schedule as approved by Sublandlord and construct the Mid-Term Refurbishments prior to the MTR Completion Date. Upon completion thereof, Concessionaire shall submit to Sublandlord paid contractor receipts and lien waivers for labor and materials for the Mid-Term Refurbishments, together with a certificate from an officer of Concessionaire certifying that (i) such refurbishments or portion thereof have been constructed in accordance with the approved plans and specifications, and (ii) all contractors performing such refurbishments have been paid. Excluded Costs shall not be counted toward satisfaction of the minimum Mid-Term Refurbishment expenditure requirement.

(c) If Sublandlord elects to extend the Term in accordance with Section 2.02(b), then prior to the last sixty (60) days of the original Term, Concessionaire shall submit plans and an implementation schedule for approval to Sublandlord for refurbishments of the Concessionaire Premises (the "Extension-Term Refurbishments") to be completed within the first ninety (90) days after the Commencement Date of the Extension Term (the "ERR Completion Date"), such Extension-Term Refurbishments to consist of alterations and improvements, cosmetic and otherwise, to the Concessionaire Premises in order to restore, refurbish, and beautify the space such that it shall continue to comply with the standards of quality for materials and workmanship, and the other standards set forth in this Sublease. The cost of such Extension-Term Refurbishments shall be a minimum of $2,975,000. All Extension-Term Refurbishments shall comply with the Tenant Design Manual issued by Sublandlord and the other provisions of Article V of this Sublease.

(d) Concessionaire shall proceed with the Extension-Term Refurbishments implementation schedule as approved by Sublandlord and construct the Extension-Term Refurbishments prior to the ERR Completion Date. Upon completion thereof, Concessionaire shall submit to Sublandlord paid contractor receipts and lien waivers for labor and materials for the Extension-Term Refurbishments, together with a certificate

from an officer of Concessionaire certifying that (i) such refurbishments or portion thereof have been constructed in accordance with the approved plans and specifications, and (ii) all contractors performing such refurbishments have been paid. Excluded Costs shall not be counted toward satisfaction of the minimum Extension-Term Refurbishment expenditure requirement.

SECTION 10.07 Notification of Hazardous Conditions. In addition to the other obligations of Concessionaire regarding Hazardous Substances, Concessionaire shall immediately upon discovery thereof give oral notice to the Sublandlord Concession Manager and the Port Authority of any hazardous or potentially hazardous conditions in the Concessionaire Premises or in the Master Lease Premises, followed by written notice thereof. Any hazardous or potentially hazardous condition in the Concessionaire Premises shall be corrected immediately upon receipt of oral notice from the Sublandlord Concession Manager in accordance with the other provisions of this Sublease. At the direction of the Sublandlord Concession Manager, Concessionaire shall close the Concessionaire Premises, or the affected portions thereof, until such hazardous or potentially hazardous condition is removed.

SECTION 10.08 Maintenance Personnel and Program. Concessionaire agrees to employ sufficient personnel, and provide the necessary equipment, to keep the Concessionaire Premises and all furnishings, fixtures, and equipment clean, neat, safe, sanitary, and in good working order and condition at all times.

SECTION 10.09 Trash and Refuse. Concessionaire shall provide a complete and proper arrangement for the adequate sanitary handling of all trash, refuse, and cardboard caused as a result of the operation of the Concessionaire Premises and shall provide for its timely removal and placement in the appropriate dumpsters pre-approved by Sublandlord. The garbage and recycling containers used by Concessionaire to transport the garbage and recyclables from the Concessionaire Premises to the dumpsters must be manually moveable with rubber tires, and must be approved in advance by Sublandlord. Piling of boxes, cartons, barrels, or other similar items in view of a public area is prohibited. Concessionaire shall keep any areas used for trash and garbage storage prior to removal from the Master Lease Premises in a clean and orderly condition so as not to attract rodents, pests, or birds, or create an offensive odor. Notwithstanding the foregoing Sublandlord reserves the right to establish, or require Concessionaire to establish, a centralized program for trash removal for concessions located in the Master Lease Premises, and in such event Concessionaire shall be required to comply with such program and to pay a proportionate share of the costs.

SECTION 10.10 Transporting Trash and Refuse. In transporting trash and refuse from the Concessionaire Premises, Concessionaire shall use only carts, vehicles, or conveyances that are covered, leak proof, and equipped with wheels made of rubber, suitable for operating on carpets and tile without damage thereto, any such equipment to be approved in advance by Sublandlord. Such disposal shall take place during hours as may be approved by Sublandlord. Trash or debris shall not be allowed to accumulate or be stored on any portion of the Concessionaire Premises.

SECTION 10.11 Cleaning and Janitorial Services.

(a) Concessionaire shall at all times maintain the Concessionaire Premises, including all customer seating areas, and all equipment and materials used by Concessionaire in a clean and sanitary condition, including, but not limited to, keeping them free of rubbish, dirt, insects, rodents and vermin, in accordance with the policies and specifications (as the same may be modified from time to time, the "Cleaning Specifications") set by Sublandlord as well as all Legal Requirements, all without cost to

Sublandlord. All cooking equipment, refrigeration, freezer, storage units, and piping shall be constructed to facilitate the necessary cleaning and sterilization. Concessionaire shall provide and maintain trash receptacles, as required, in the Concessionaire Premises and all customer seating areas. The Cleaning Specifications shall be incorporated in this Sublease and made a part hereof by this reference. Notwithstanding the foregoing, (i) Concessionaire shall establish a centralized program for cleaning and janitorial services, trash removal, management of the Master Lease Premises' common loading dock, and management of the Master Lease Premises' common storage/distribution area, which program shall include contracting with third parties for services, if necessary, contracting with the Other Concessionaires regarding required services, and direct billing to the Other Concessionaires for a proportionate share of costs, all in accordance with Sublandlord's requirements, to be negotiated in good faith, and (ii) Sublandlord reserves the right to take back the management of such program from Concessionaire with or without cause at any time during the Term upon not less than thirty (30) days prior written notice.

(b) Sublandlord or its authorized agents shall be the sole judge of compliance with the Cleaning Specifications. Sublandlord or its authorized agents may, during Concessionaire's working hours and without notice, enter upon the Concessionaire Premises to determine if the Cleaning Specifications are being followed in a manner satisfactory to Sublandlord. If it is determined that compliance with the Cleaning Specifications is not satisfactory, Sublandlord shall so notify Concessionaire in writing. If such non-compliance is not remedied to Sublandlord standards by Concessionaire within one (1) day after receipt of written notice, Sublandlord or its agents thereafter shall have the right (but not the obligation) to enter upon the Concessionaire Premises and perform the cleaning and janitorial services with respect thereto and Concessionaire agrees to promptly reimburse Sublandlord for the cost thereof, plus twenty percent (20%) for administrative overhead.

SECTION 10.12 Damage Caused to Master Lease Premises or Airport Property. Any damage caused to the Master Lease Premises, Airport, or any Master Lease Premises or Airport property or operations or the property of any other tenant, person, or entity caused by Concessionaire, or as a result of the operations of Concessionaire, shall be the responsibility of and promptly repaired by Concessionaire unless otherwise directed by Sublandlord, and Concessionaire shall reimburse Sublandlord for any such damage paid for by Sublandlord within thirty (30) days of billing by Sublandlord. The foregoing reimbursement obligation shall apply with respect to damage to Port Authority or Airport property or operations, the cost of which is incurred by the Port Authority. Any sums so paid by Sublandlord shall bear interest at the rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is greater, from the date paid by Sublandlord until Sublandlord has been fully repaid. If the same type of damage is caused by Concessionaire more than once, such as a water leak or electrical service interruption, Sublandlord shall review and approve Concessionaire's plan of repair or may require that Concessionaire allow Sublandlord to make the repair and then reimburse Sublandlord for the cost of such repair.

SECTION 10.13 Partial Damage to Concessionaire Premises. If the Concessionaire Premises, excluding Concessionaire's leasehold improvements or trade fixtures, are partially

damaged by fire or other casualty, but not rendered untenantable, the same shall be repaired with due diligence by Sublandlord. The Concessionaire Premises shall be repaired or restored at Sublandlord's expense to essentially the same condition as that which existed prior to such damage. Notwithstanding the foregoing, if such damage is caused by the negligence of Concessionaire, its officials, agents or employees, Concessionaire shall pay for all loss, damage and costs thereof. Should a portion of the Concessionaire Premises be untenantable, rent for the untenantable portions of the Concessionaire Premises shall be abated for the period from the occurrence of the damage to the completion of the repairs, except if the damage was caused by the negligence of Concessionaire, its officials, agents or employees. The amount of the rent abatement shall be calculated as the prorata portion of the Minimum Annual Guarantee owed for the untenantable portions of the Concessionaire Premises and such prorata portion shall be calculated based on the square footage of the untenantable Concessionaire Premises as a percentage of the total square footage for all Concessionaire Premises from which sales are generated.

SECTION 10.14 Complete Damage to Concessionaire Premises.

(a) If the Concessionaire Premises, excluding Concessionaire's leasehold improvements or trade fixtures, are completely destroyed by fire or other casualty or so damaged as to remain untenantable for more than sixty (60) days, Sublandlord shall be under no obligation to repair or reconstruct such Concessionaire Premises. The rent of the affected portions of Concessionaire's Concessionaire Premises shall be abated for the period from the date of such occurrence until such space is temporarily replaced with other space(s) sufficient to allow Concessionaire to operate, if such space is reasonably available. The amount of the rent abatement shall be calculated as the prorata portion of the Minimum Annual Guarantee owed for the untenantable portions of the Concessionaire Premises and such prorata portion shall be calculated based on the square footage of the untenantable Concessionaire Premises as a percentage of the total square footage for all Concessionaire Premises from which sales are generated.

(b) Sublandlord shall notify Concessionaire within sixty (60) days after the occurrence of such casualty whether it intends to repair or reconstruct the damaged Concessionaire Premises. If Sublandlord elects to repair or reconstruct, it shall do so with due diligence and at its expense, unless such damage was caused by the negligence of Concessionaire, its officials, employees, or agents, in which case Concessionaire shall pay for all loss, damage, and costs thereof. Should Sublandlord elect not to repair or reconstruct the Concessionaire Premises, this Sublease shall terminate on the date of notification by Sublandlord as specified in this Paragraph for the untenantable portions of Concessionaire's Concessionaire Premises. In such event, Sublandlord agrees to use its reasonable efforts to obtain reasonably sufficient substitute space for Concessionaire. In the event Concessionaire is provided with substitute space on either a temporary or permanent basis pursuant to this Section, rent shall be equitably adjusted based on the square footage, design, layout, location, and other material physical characteristics of the substitute space compared to the originally occupied space.

SECTION 10.15 Notification of Damage. Concessionaire shall report any damage to the Concessionaire Premises to Sublandlord immediately upon the occurrence thereof.

SECTION 10.16 Liens. Concessionaire shall not create, or permit or suffer to be created or to remain, any mechanics' or materialman's lien filed against the Concessionaire Premises, the Master Lease Premises or any Sublandlord property by reason of construction, labor, services, or materials performed or furnished at the request of Concessionaire or any contractor or supplier employed by Concessionaire. Concessionaire may contest the same in any claim filed or noticed in good faith. Notwithstanding such contest, Concessionaire shall, within thirty (30) days after the filing thereof, cause such lien to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise. In the event of Concessionaire's failure to clear the record of any such lien within such time period, Sublandlord may (but is not required to) remove said lien by paying the full amount thereof or by bonding or in any other manner Sublandlord deems appropriate, without investigating the validity thereof, and irrespective of the fact that Concessionaire may contest the propriety or the amount thereof, and Concessionaire, upon demand, shall pay Sublandlord the amount so paid out by Sublandlord in connection with the discharge of said lien, together with interest thereon at the rate of 1.5% per month or the maximum legal rate, whichever is greater, and reasonable expenses incurred in connection therewith, including reasonable attorneys' fees, which amounts are due and payable to Sublandlord as Additional Rent on the first day of the next following month. Nothing contained in this Sublease shall be construed as a consent on the part of Sublandlord to subject Sublandlord's estate in the Concessionaire Premises to any lien or liability under the laws of the State of New York. Concessionaire's obligation to observe and perform any of the provisions of this Section shall survive the expiration of the Term or the earlier termination of this Sublease.

SECTION 10.17 Condition Generally. Concessionaire shall cause the Concessionaire Premises to be, at all times, in good order, working condition and repair, and in a first-class condition. Concessionaire covenants and agrees that it shall maintain the Concessionaire Premises in "as new" condition throughout the Term.

ARTICLE XI. UTILITIES AND SERVICES

SECTION 11.01 Heat and Air Conditioning. Sublandlord shall provide heat and air-conditioning to the Master Lease Premises to keep the Concessionaire Premises at reasonable temperatures for the conduct of Concessionaire's activities.

SECTION 11.02 Electricity; Natural Gas.

(a) Sublandlord shall bring to the perimeter of the Concessionaire Premises, and shall install, the necessary pipes, wires, conduits and other infrastructure needed for the supply of electricity, all without charge to Concessionaire. Sublandlord shall supply electricity to the Concessionaire Premises and the cost thereof (collectively, "Electricity Charges") shall be reimbursed by Concessionaire, provided that (i) if Concessionaire is a Retail Concessionaire, Concessionaire shall have no obligation to reimburse Sublandlord for Electricity Charges, and (ii) if Concessionaire is a F&B Concessionaire, Electricity Charges shall be paid by Concessionaire to Sublandlord in arrears, together with Concessionaire's payment of Rent under Section 3.01 hereof, such

Electricity Charges to be the actual cost of electricity for the prior month, as determined by Sublandlord and based on meters installed at such F&B Concessionaire's premises. Maintenance of any meters installed for the Concessionaire Premises shall be at the sole cost and expense of Concessionaire. At no time shall Concessionaire's use of electric current exceed the capacity of the wiring servicing the Concessionaire Premises. Notwithstanding the foregoing, if Concessionaire requires capacity or other upgrades to the electrical infrastructure of the Concessionaire Premises, the cost and expense thereof shall be the sole responsibility of Concessionaire.

(b) Sublandlord shall bring to the perimeter of the Concessionaire Premises, and shall install, the necessary pipes, wires, conduits and other infrastructure needed for the supply of natural gas, all without charge to Concessionaire. Sublandlord shall supply natural gas to the Concessionaire Premises and the cost thereof (collectively, "Gas Charges") shall be paid by Concessionaire to Sublandlord in arrears, together with Concessionaire's payment of Rent under Section 3.01 hereof, such Gas Charges to be the actual cost of natural gas for the prior month, as determined by Sublandlord and based on meters installed at such F&B Concessionaire's premises. Maintenance of any meters installed for the Concessionaire Premises shall be at the sole cost and expense of Concessionaire. At no time shall Concessionaire's use of natural gas exceed the capacity of the infrastructure servicing the Concessionaire Premises. Notwithstanding the foregoing, if Concessionaire requires capacity or other upgrades to the natural gas infrastructure of the Concessionaire Premises, the cost and expense thereof shall be the sole responsibility of Concessionaire.

SECTION 11.03 Additional Services. Upon prior written approval by Sublandlord as to the nature of such services and the installation of any equipment necessary in connection therewith (which installation shall be subject to the other provisions of this Sublease), Concessionaire may, at its own expense and subject to this Section, request and receive telephone services, Wi-Fi services, or other communications systems. Concessionaire shall be required to have one (1) in-house telephone line to the Concessionaire Premises. Concessionaire shall arrange for and pay the cost of such an in-house telephone or data line directly to the telephone company providing service to the Master Lease Premises (the current telephone service provider is Verizon). Wi-Fi services are intended to be available terminal-wide in the Master Lease Premises and provided through Sublandlord's Wi-Fi provider. Such Wi-Fi services may be used by Concessionaire, but Sublandlord makes no representations or warranties regarding the availability of such service throughout the Master Lease Premises and there shall be no liability on the part of Sublandlord if such service shall not be available to Concessionaire.

SECTION 11.04 Limitations. In no event shall any Concessionaire operating a retail business install and operate refrigerators or other electrical equipment to dispense food, beverages, or other items, provided that Sublandlord shall have the right to charge any Concessionaire utilizing any such equipment for the reasonable cost of electricity used thereby in the Concessionaire Premises. In such event, Sublandlord shall have its engineers prepare a monetary estimate of annual utility consumption by such equipment, which amount shall be payable monthly as Additional Rent and adjusted from time to time by Sublandlord based on increases in utility rates.

SECTION 11.05 Interruptions to Services. Sublandlord shall have no responsibility or liability for interruption, curtailment or failure to supply cooled or outside air, heat, elevator, plumbing, electricity, or any other service when prevented by strikes, labor troubles or accidents or by any cause whatsoever beyond Sublandlord's reasonably control, or by failure of independent contractors to perform or by laws, orders, rules or regulations of any federal, state, county or municipal authority, or failure of suitable fuel supply, or inability by exercise of reasonable diligence to obtain suitable fuel or by reason of governmental preemption in connection with a National Emergency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency. Any such interruption, curtailment or failure to supply by Sublandlord shall not constitute an actual or constructive eviction, in whole or in part, or entitle Concessionaire to any compensation or to any abatement or diminution of rent, or relieve Concessionaire from any of its obligations under this Sublease, or impose any liability upon Sublandlord or its agents by reason of inconvenience or annoyance to Concessionaire, or injury to or interruption of Concessionaire's business, or otherwise.

ARTICLE XII. INSURANCE AND INDEMNITY

SECTION 12.01 Concessionaire's Insurance.

(a) Concessionaire shall obtain and maintain at all times during the term of this Sublease, at a minimum, the following insurance coverage from companies acceptable to Sublandlord in accordance with this Article: (i) Commercial General Liability (including Premises, Products and Completed Operations, Personal/Advertising Injury, Contractual, and Host Liquor Liability coverages) for bodily injury, including

personal injury, and property damage, (ii) Automobile Liability for owned, non-owned and hired vehicles and trailers, (iii) Employer's Liability, (iv) Workers' Compensation, (v) "All-risk" Property, (vi) Builder's Risk, and (vii) the other coverage described in this Article, with the coverages and limits of liability not less than shown below.

Commercial General Liability:	$25,000,000 AGG
Premises:	$5,000,000 OCC
Products & Completed Operations:	$5,000,000 OCC
Personal/Advertising Injury:	$5,000,000 OCC
Contractual:	$5,000,000 OCC
Host Liquor Liability	$5,000,000 OCC
Automobile Liability:	$25,000,000 OCC
Employer's Liability:	$1,000,000 Per Claim
Workers' Compensation:	Per State Requirements
"All risk" Property	100% of Replacement Value
Builder's Risk	$_____

(b) Such policies shall provide that Concessionaire is named as the insured and that Sublandlord, the Port Authority, and the City of New York, and their respective Commissioners, directors, officers, employees and agents, shall be added as additional insureds, as their respective interests may appear, except with respect to the Employer's Liability and Workers' Compensation insurance required to be carried. The Commercial General Liability policy(ies) of insurance required to be carried above shall include the following statement:

> "Further, unless otherwise agreed by the Port Authority, the liability policy shall be specifically endorsed, to prohibit the insurance carrier from raising any defenses involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority without obtaining express advance written permission from the General Counsel of the Port Authority."

The insurance requirements set forth in this Article do not in any way limit the amount or scope of liability of Concessionaire under this Sublease. The amounts listed indicate only the minimum amounts of insurance coverage that Sublandlord is willing to accept to help insure full performance of all terms and conditions of this Sublease.

(c) Concessionaire and all officers and employees of Concessionaire who may handle or are responsible for the handling of receipts and disbursements shall be covered by insurance in an amount not less than Five Hundred Thousand Dollars ($500,000) for employee dishonesty coverage against any and all loss, theft, embezzlement or other fraudulent acts on the part of Concessionaire or Concessionaire's employees, and not less than One Hundred Thousand Dollars ($100,000) for money and securities on or off premises, transit and depositors forgery coverage, indemnifying Sublandlord and the Port Authority, as co-obligees, against any and all loss, theft,

embezzlement or other fraudulent acts of the part of Concessionaire or Concessionaire's employees.

(d) All insurance coverages and policies required under this Sublease may be reviewed by Sublandlord for adequacy of terms, conditions and limits of coverage at any time during the term of this Sublease. Sublandlord may, at any such time, require commercially reasonably additions, deletions, amendments or modifications to the above insurance requirements, or may require such other and additional insurance, in such reasonable amounts against such other insurable hazards, as Sublandlord may deem required.

SECTION 12.02 Additional Details and Coverages.

(a) During any construction activity with a value of Twenty Five Thousand Dollars ($25,000) or more, Concessionaire shall obtain and maintain for the benefit of the parties to the Sublease, as their interest may appear, "special peril" Builder's Risk insurance equal to one hundred percent (100%) of the value of the project. Coverage shall also include: (i) form work in place; (ii) form lumber on site; (iii) temporary structures; (iv) equipment; and (v) supplies related to the work while at the site. In the event Concessionaire fails to maintain such insurance, Sublandlord may, at its option, arrange therefor, and any premium incurred shall be reimbursed by Concessionaire to Sublandlord upon demand.

(b) Concessionaire shall maintain gross earnings and extra expense insurance that shall include coverage for all rent due in accordance with this Sublease for a minimum of a six (6) month period. The proceeds of such insurance shall be used first to continue rent payments to Sublandlord and the Port Authority.

(c) Prior to any commencement of any construction, alteration, or repair hereunder by Concessionaire that exceeds Ten Thousand Dollars ($10,000.00) in cost, Concessionaire shall, or shall cause its contractors, to furnish to Sublandlord, at no cost to Sublandlord, performance and payment bonds issued by a surety company licensed to transact business in the State of New York and approved by Sublandlord, in a form approved by Sublandlord. The penal amount of each bond delivered shall not be less than one hundred percent (100%) of the total cost of the applicable contract or contracts for the construction, alteration, or repair. In the event that such contract(s) involve alteration or work on or to Sublandlord's facilities, the performance and payment bonds shall be posted regardless of the dollar value of the work. The payment bonds required by this Section shall guarantee the prompt payment to all persons supplying labor, materials, provisions, supplies, and equipment used directly or indirectly by any contractor, subcontractor(s), and suppliers doing work provided for in the above-mentioned construction contract, and the performance bonds shall guarantee the full performance of the work. Notwithstanding anything in this paragraph to the contrary, the performance and payment bonds required to be furnished to Sublandlord with respect to Concessionaire's Work shall provide for bonding of the major, non-M/W/DBE trades constituting Concessionaire's Work and shall, in the aggregate, bond not less than eighty percent (80%) of the total cost of Concessionaire's Work.

(d) Prior to commencement of construction of the Concessionaire Premises, Concessionaire shall pay a deposit of eight thousand dollars ($8,000.00) to Sublandlord as detailed in Section 6.09 of the Tenant Design Manual.

(e) Upon completion of construction, Concessionaire shall procure and maintain policies of insurance at its own expense, insuring the Concessionaire Premises and improvements thereon against all perils of direct physical loss, excluding earthquake and flood. The insurance coverage shall be for not less than one hundred percent (100%) of the full replacement value of said Concessionaire Premises and improvements with an agreed amount clause and a reasonable and customary deductible on said Concessionaire Premises and improvements. Such amount is subject to final approval by Sublandlord. Concessionaire shall furnish to Sublandlord evidence that such coverage has been procured and is being maintained in full force and effect. Sublandlord maintains property insurance that covers the Master Lease Premises, but will not cover any improvements made by Concessionaire to the Concessionaire Premises.

SECTION 12.03 Certificates. Not less than ten (10) days prior to Concessionaire first taking possession of the Concessionaire Premise hereunder, and not less than thirty (30) days prior to the expiration or other termination of any such insurance, Concessionaire shall furnish to Sublandlord and the Port Authority certificates evidencing that Concessionaire has the insurance required by this Sublease. All insurance required to be carried by Concessionaire hereunder shall be effected under valid and enforceable policies issued by reputable and independent insurers permitted to do business in the State of New York and having either (a) a general policyholder rating from Best's Insurance Guide, or an equivalent organization, of not less than "A-" or (b) an international reputation in the aviation marketplace.

SECTION 12.04 Additional Requirements. With respect to the commercial general and automobile liability insurance, each policy shall (a) be primary without right of contribution from any insurance that is carried by Sublandlord or the Port Authority, (b) name as additional insureds the parties listed above, (c) contain a waiver of subrogation in favor of the additional insureds, (d) provide that Concessionaire is solely responsible for the payment of all premiums, deductibles, self insured retentions, penalties and punitive damages thereunder, and (e) contain a provision requiring the insurer(s) to provide Sublandlord and the Port Authority with not less than thirty (30) days' prior written notice of any cancellation or adverse material change in such insurance. To the extent that Concessionaire relies on an excess or "umbrella" policy of insurance to satisfy the requirements of this section, any such policy shall be no less broad than the underlying policy, shall have the same inception and expiration dates as the underlying policy, and shall include a drop-down provision. Any deductible or self insured retention exceeding ten percent (10%) of the per occurrence or per accident limit of a required policy is subject to approval by Sublandlord and the Port Authority.

SECTION 12.05 Concessionaire's Risk. Concessionaire shall be responsible for obtaining any insurance it deems necessary to cover its own risks. Except as expressly provided in this Sublease, neither Sublandlord nor the Port Authority shall be liable for any: (a) business interruption or other consequential loss sustained by Concessionaire; (b) damage to, or loss of Concessionaire's property of any kind; or (c) damage to, or loss of, an automobile, whether or not

such loss is insured, even if such loss is caused by the negligence of Sublandlord or the Port Authority.

SECTION 12.06 Periodic Review. Sublandlord shall have the right to periodically review the types, limits, and terms of insurance coverage. In the event Sublandlord or the Port Authority determines that such types, limits, and/or terms should be changed, Sublandlord will give Concessionaire a minimum of thirty (30) days' notice of such determination and Concessionaire shall modify its coverage to comply with the new insurance requirements of Sublandlord. Concessionaire shall also provide Sublandlord and the Port Authority with proof of such compliance by giving Sublandlord and the Port Authority an updated certificate of insurance within fifteen (15) days.

SECTION 12.07 General Indemnification.

(a) Concessionaire shall indemnify, hold harmless and defend Sublandlord, the Port Authority, the City of New York, their respective Commissioners, officers, agents, employees and representatives from and against any and all claims and actions, demands, damages, civil penalties, charges, judgments, losses, liabilities of any character or kind and other legal actions and proceedings of whatever nature, including reasonable attorney's fees (including fees to establish the right to indemnification) resulting from, arising out of, related to, or caused by Concessionaire's or Concessionaire's sublessees' conduct of business or from any activity or other things done, permitted, or suffered by Concessionaire in, or about the Concessionaire Premises, Master Lease Premises, and/or Airport or other act or failure to act, excluding only claims or actions arising out of the sole negligence of a party indemnified in this paragraph, provided that such party shall give Concessionaire prompt and reasonable notice of any such claim or actions made or filed against it.

(b) Concessionaire hereby agrees to release and hold harmless Sublandlord, the Port Authority, the City of New York, their Commissioners, officers, agents and employees, as the case may be, from any damages to Concessionaire caused by noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operating at or on the Airport; and Concessionaire does hereby fully waive, remise and release any right or cause of action that it may now have or that it may have in the future against Sublandlord, the Port Authority, their successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operations at or in the Master Lease Premises and/or on the Airport. The above exception shall not limit a cause of action against other persons or entities, including licensees, concessionaires or aircraft operators.

(c) Concessionaire further agrees to hold Sublandlord, the Port Authority, the City of New York, their Commissioners, officers, agents, and employees free and harmless for any claims arising out of the damage, destruction or loss of any or all of Concessionaire's equipment, excluding any claims arising out of the sole negligence of a party held harmless in this paragraph.

SECTION 12.08 Sublandlord's Right to Recover Damages. Concessionaire agrees to reimburse Sublandlord and the Port Authority, as applicable, for any and all damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, and expert fees), fines, environmental costs and/or penalties (collectively "Costs") that may be imposed upon, incurred or suffered by Sublandlord or the Port Authority, as applicable, and which, in whole or in part, arise from any of the following, except to the extent resulting from the sole negligent acts of Sublandlord or the Port Authority, as applicable: (a) any act or omission of Concessionaire; (b) any use, occupation, management or control of the Concessionaire Premises by Concessionaire, whether or not due to Concessionaire's own act or omission and whether or not occurring on the Concessionaire Premises; (c) any condition created in or about the Concessionaire Premises by any party (other than Sublandlord and the Port Authority), including any accident, injury or damage occurring on or about the Concessionaire Premises after the date on which Concessionaire takes possession of the Concessionaire Premises for build-out; and (d) any breach, violation or nonperformance of any of Concessionaire's obligations under this Sublease. For purposes of this Section, "Concessionaire" shall be deemed to include Concessionaire and Concessionaire's partners, officers, directors, employees, agents, sublessees, and contractors, and, in the case where Concessionaire may be a limited liability company, its members and managers.

SECTION 12.09 Waiver of Right of Recovery, Indemnification. Except as otherwise provided in this Sublease, neither Sublandlord nor the Port Authority shall be liable to Concessionaire or Concessionaire's insurance company (by way of subrogation or otherwise) for any loss or damage to any building, structure or other tangible property, or any resulting loss of income, or losses under workers' compensation laws and benefits, even though such loss or damage might have been occasioned by the non-gross negligence of Sublandlord, the Port Authority, or their respective agents or employees.

SECTION 12.10 Survival. The indemnification provisions of this Article shall survive the expiration or earlier termination of this Sublease.

ARTICLE XIII. HAZARDOUS MATERIAL

SECTION 13.01 Assumption of Liability. Concessionaire hereby expressly agrees to assume all responsibility for, relieve Sublandlord from, and reimburse Sublandlord for, any and all risks, claims, penalties, costs and expenses of any kind whatsoever caused by, arising out of or in connection with, any Hazardous Substances found on, under or about the Master Lease Premises after the date hereof due to the acts or omissions of Concessionaire, its affiliates, officers, agents, employees, contractors or representatives, including without limitation compliance with all Environmental Requirements and remediation of all Environmental Damages with respect thereto, and to indemnify and hold harmless Sublandlord for all such risks, claims, penalties, responsibilities, costs and expenses.

SECTION 13.02 Compliance with Laws. Without limiting Concessionaire's obligations elsewhere under this Sublease to comply with all Legal Requirements, Concessionaire understands and agrees that it shall be obligated, at its sole cost and expense, to comply with and relieve Sublandlord from compliance with all Environmental Requirements which are applicable to or which affect (i) the Concessionaire Premises as a result of

Concessionaire's use and occupancy thereof, (ii) the operations of, or work performed by, Concessionaire or others with the consent of Concessionaire at the Concessionaire Premises or Concessionaire's operations at the Airport, (iii) the occupancy and use of the Concessionaire Premises by Concessionaire or by others with its consent (and in accordance with this Sublease), or (iv) any Hazardous Substance which has migrated from the Concessionaire Premises. Concessionaire shall, perform all remediation, containment and clean-up of Hazardous Substances required in order to fully satisfy the compliance obligations set forth herein. Nothing in the foregoing shall be construed as a submission by Sublandlord to the application to itself of any Environmental Requirements, provided that no immunity or exemption of Sublandlord from any Environmental Requirements shall excuse compliance or be grounds for noncompliance on the part of Concessionaire. Without limiting the generality of the foregoing and as part of the Concessionaire's fulfillment of the foregoing obligations, Concessionaire shall be responsible, at its sole cost and expense and subject to the direction of Sublandlord, for:

(a) the preparation of and submission to all applicable Governmental Authorities of any notice, negative declaration, remedial action workplan, no further action letter, remediation agreement or any other documentation or information;

(b) the obtaining of any surety bond or the giving of any other financial assurances; and complying with the provisions of all Environmental Requirements becoming effective on or relating to the termination, expiration or surrender of the letting of the Concessionaire Premises or of any portion thereof under this Sublease, or on the closure or transfer of the Concessionaire's operations at the Concessionaire Premises.

SECTION 13.03 Actions by Concessionaire . In addition to and without limiting the generality of the obligations of Concessionaire set forth above and elsewhere in this Sublease, Concessionaire shall, at its sole cost and expense, upon notice from Sublandlord, promptly take all actions to:

(a) completely remove and remediate (i) all Hazardous Substances in, on and under the Concessionaire Premises and at the Airport resulting from or in connection with the use and occupancy of the Concessionaire Premises by Concessionaire or any affiliate of Concessionaire or which have been or permitted to be disposed of, released, discharged or otherwise placed in, on or under the Airport by Concessionaire or any affiliate of Concessionaire, and (ii) all Hazardous Substances which have been disposed of, released, discharged or otherwise placed in, on or under the Concessionaire Premises during the Term during the term of any previous agreement between Concessionaire or any affiliate Concessionaire and Sublandlord covering Concessionaire's or any such affiliate's use and/or occupancy of the Concessionaire Premises or any portion thereof, except for Hazardous Substances caused by the sole acts or omissions of Sublandlord or Sublandlord's officers, agents, employees, contractors and representatives on or after the date hereof;

(b) remove and remediate all Hazardous Substances in, on or under the Concessionaire Premises or which have migrated from or from under the Concessionaire Premises, in either case as a result of the acts or omissions of Concessionaire, its affiliates, agents, contractors or representatives, to any other property which any

Governmental Authority or any Environmental Requirement or any violation thereof require to be remediated or removed; and

(c) remove and remediate all Hazardous Substances which were in, on or under the Lease Premises and which have migrated from or from under the Concessionaire Premises, in either case as a result of the acts or omissions of Concessionaire, its affiliates, agents, contractors or representatives, necessary to mitigate any Environmental Damages.

SECTION 13.04 Intentionally Omitted.

SECTION 13.05 Additional Remedies of Sublandlord. Without limiting Sublandlord's remedies under this Sublease or at law or in equity, Sublandlord shall have the right during and after the Term to such equitable relief, including restraining injunctions and declaratory judgments, to enforce compliance by Concessionaire of its environmental obligations under this Concession Agreement, including without limitation all Concessionaire's obligations under this Section. In the event that Concessionaire fails to comply with or perform any of such obligations, Sublandlord at any time during the Term or subsequent to the termination, expiration or surrender of the letting of the Concessionaire Premises or any portion thereof may elect (but shall not be required) to perform such obligations and upon demand Concessionaire shall pay to Sublandlord as additional rent its costs thereof, including all overhead costs as determined by Sublandlord.

SECTION 13.06 Obligation to Provide Information. Without limiting any other of Concessionaire's obligations under this Sublease, Concessionaire shall provide Sublandlord, at the cost and expense of Concessionaire, with such information, documentation, records, correspondence, notices, reports, tests, results, and certifications and any other information as Sublandlord shall request in connection with any Environmental Requirements which Concessionaire is obligated to comply with pursuant to this Sublease or Environmental Damages and Concessionaire shall promptly acknowledge, swear to (if required), sign or otherwise fully execute the same. Concessionaire agrees that any of the foregoing may be filed by Sublandlord with the appropriate Governmental Authority on behalf of Concessionaire at Concessionaire's cost and expense. Further, Concessionaire agrees unless directed otherwise by Sublandlord, to provide Sublandlord with copies of all information, documentation, records, correspondence, notices, certifications, reports, test results and all other submissions provided by Concessionaire to a Governmental Authority and by a Governmental Authority to Concessionaire within five (5) days that the same are made available to or received by Concessionaire with respect to any Environmental Requirements or any Environmental Damages.

SECTION 13.07 Indemnification. Without limiting the generality of any other provision contained in this Sublease, Concessionaire shall indemnify, hold harmless and reimburse Sublandlord, its directors, officers, employees and representatives, from all claims, demands, penalties, fines, liabilities (including strict liability), settlements, attorney and consultant fees, investigation and laboratory fees, removal and remediation costs, court costs and litigation expenses, damages, judgments, losses, costs and expenses of whatsoever kind or nature and whether known or unknown, contingent or otherwise, just or unjust, groundless, unforeseeable or otherwise, arising or alleged to arise out of or in any way related to any

Environmental Damages or any Environmental Requirement which Concessionaire is obligated to comply with pursuant to this Sublease, or the risks and responsibilities assumed hereunder by Concessionaire for the condition of the Concessionaire Premises or a breach or default of Concessionaire's obligations under this Section. If so directed, Concessionaire shall at its own expense defend any suit based upon the foregoing.

SECTION 13.08 Compliance Standards. Without limiting the generality of any provision of this Sublease, in the event that any Environmental Requirement sets forth more than one compliance standard, Concessionaire agrees that the standard or standards to be applied in connection with any obligation it may have under this Sublease with respect to said Environmental Requirement shall be that which requires or permits the lowest level of a Hazardous Substance, provided that in the event such lowest level of a Hazardous Substance requires or allows the imposition of any restriction of any nature whatsoever upon the use or occupancy of the Concessionaire Premises or any other portion of the Airport or upon any operations or activities conducted or to be conducted on the Concessionaire Premises or the Airport or upon the transfer of the Concessionaire Premises or the Airport, then Concessionaire shall remediate to such a level so that there is no such restriction placed upon the use and occupancy of the Concessionaire Premises or the Airport or upon any operations or activities conducted or to be conducted on the Concessionaire Premises or the Airport.

SECTION 13.09 Effect on Master Lease. It is expressly acknowledged and agreed that nothing in this Article XIII shall constitute a modification, as between the Sublandlord and the Port Authority, of the Master Lease, and that none of the liabilities or obligations of the Sublandlord pursuant to the Master Lease are being assigned or delegated to Concessionaire hereunder.

ARTICLE XIV. ASSIGNMENT AND SUBLETTING

SECTION 14.01 Limitations, Prohibitions.

(a) Concessionaire covenants and agrees that it shall not assign, mortgage, pledge, encumber, or otherwise transfer this Sublease, nor underlet, nor suffer, nor permit the Concessionaire Premises or any part thereof to be used or occupied by others or all or any part of the letting hereunder, without obtaining the prior written consent of Sublandlord and the Port Authority, which consent neither Sublandlord nor the Port Authority shall have any obligation whatsoever to give. Any attempted transfer, assumption, assignment or sublease which does not comply with the provisions of this Article shall be void, ab initio, and infer no rights upon any third-parties. No amendment, transfer, assumption or contract shall relieve the Concessionaire of any of its obligations under this Sublease. Consent to the foregoing by any one or more of the Port Authority and Sublandlord shall not be deemed a waiver on the part of either or both of the Port Authority or Sublandlord to any prohibition against any future transfer, assignment, assumption or sublease.

(b) The term "transfer" includes, but is not limited to transactions in which any interest of the Concessionaire in this Sublease or the Concessionaire Premises are mortgaged or otherwise encumbered or in which the Concessionaire sublets, rents,

licenses, or otherwise permits occupancy or use of the Concessionaire Premises or any part thereof. If Concessionaire is a corporation, any sale, assignment or transfer, by operation of law or otherwise, by which control of the majority of the issued or outstanding stock of said corporation shall change shall be deemed to be a transfer, provided that if such corporation is a corporation whose stock is publicly traded on a national securities exchange or on the "over-the-counter" market, then such sale, assignment or transfer of stock shall not be deemed a transfer. If Concessionaire is a corporation, or if Concessionaire is a corporation whose stock is owned by a corporation ("Parent"), any transfer of any issued or outstanding stock or other change of ownership of Concessionaire or Parent which is a transfer or other change of ownership shall require the prior written consent or approval of Sublandlord and the Port Authority. If Concessionaire is a partnership or joint venture, any sale, assignment or transfer, by operation of law or otherwise, of a controlling interest in such partnership or joint venture shall be deemed to be a transfer. If Concessionaire is a limited liability company, any sale, assignment or transfer, by operation of law or otherwise, by which control of the majority of the membership interests in such limited liability company shall change, shall be deemed to be a transfer, provided that if the membership interests of such limited liability company are publicly traded on a national securities exchange or on the "over-the-counter" market, then this restriction on sale, assignment or transfer of membership interests shall be inapplicable.

(c) If this Sublease be assigned, or if the Concessionaire Premises or any part thereof be underlet or occupied by anybody other than Concessionaire, Sublandlord may, after default by Concessionaire, collect rent from the assignee, undertenant or occupant, and apply the net amount collected to the rent herein reserved, and after Concessionaire shall have defaulted in respect of any of its obligations under this Sublease, Concessionaire shall hold any amounts it receives from any undertenant or occupant in constructive trust for payment of Concessionaire's obligations hereunder; but no assignment, underletting, occupancy or collection shall be deemed a waiver of the provisions hereof, the acceptance of the assignee, undertenant or occupant as tenant, or a release of Concessionaire from the further performance by Concessionaire of covenants on the part of Concessionaire herein contained.

(d) Notwithstanding the foregoing provisions of this Article, and regardless of whether Sublandlord has in fact consented to any further subletting of the Concessionaire Premises or a proposed transfer, Sublandlord's consent will be of no force and effect and shall not be binding upon the Port Authority in any manner whatsoever. No such further subletting or a proposed transfer shall be effective and no estate or benefit shall be conferred on anyone until such time as the Port Authority has consented in writing, as determined in the Port Authority's sole and absolute discretion, to any such further subletting or a proposed transfer, provided that any such consent by the Port Authority shall not become effective until such time as the transferee, any other applicable parties, and the Port Authority shall have entered into an agreement with respect to the use or occupancy of the Concessionaire Premises in such form and substance required by the Port Authority. In addition, the terms and provisions of the Consent which in any way discusses and/or addresses the Port Authority's rights with respect to the subject matter covered in this Article shall be controlling and shall govern.

Further, if this Sublease is assigned by Sublandlord and assumed by the Port Authority for any reason whatsoever, the Port Authority shall have the right to determine, in its sole and absolute discretion, whether any of the provisions of this Article shall be binding upon and enforceable against the Port Authority and thereafter be considered to be a part thereof following such assignment and assumption.

(e) Notwithstanding anything in this Section to the contrary, Sublandlord hereby consents to Concessionaire subleasing or licensing a portion of the Concessionaire Premises to "Roma Pizza" for a pizza and Italian food restaurant, such portion to be located in the central food court area within Units 12-17CC, provided that the terms and conditions of such subleasing or licensing, and any agreement with respect thereto, shall be subject to the review and approval of Sublandlord and the Port Authority, provided, further, that the Port Authority consents to such subleasing or licensing.

ARTICLE XV. DAMAGE AND DESTRUCTION

SECTION 15.01 Damage to the Concessionaire Premises. In the event of damage to, destruction of, or other casualty affecting any portion of the Concessionaire Premises, the Concessionaire shall promptly, at its sole cost and expense, repair, restore or rebuild the same to substantially the same condition existing immediately prior to the happening of such damage, destruction, or other casualty. Notwithstanding any damage to the Concessionaire Premises, if the Concessionaire Premises is in tenantable during the repair, restoration, or rebuilding thereof, Concessionaire shall open, or reopen, as the case may be, and, in all events, shall reopen for business immediately upon the completion of the repairs, restoration and rebuilding. If Concessionaire has exercised due diligence in attempting to complete the necessary repairs, restoration or rebuilding required hereby but is unable to do so within three hundred sixty-five (365) days following the date of said damage, then Sublandlord has the right to terminate this Sublease as to that portion or those portions of the Concessionaire Premises so damaged. Upon such termination, the Minimum Annual Guaranteed Rent shall be adjusted based on the proportion of the floor area terminated to the total floor area of the Concessionaire Premises immediately prior to said damage.

SECTION 15.02 Damage to Premises. In the event of damage to, destruction of, or other casualty affecting any portion of the Master Lease Premises, other than as set forth in Section 15.01, above, Sublandlord shall promptly, at its sole cost and expense, repair, restore or rebuild the same to substantially the same condition existing immediately prior to the happening of such damage, destruction, or other casualty in accordance with the Master Lease. Concessionaire shall reimburse Sublandlord for all costs and expenses of the repairs, restoration or rebuilding to the extent such damage, destruction or other casualty was caused by the act or omission, whether due to negligence, willful misconduct, or otherwise, of Concessionaire, its officers, employees, contractors, guests, invitees, and agents.

ARTICLE XVI. EMINENT DOMAIN

SECTION 16.01 Condemnation.

(a) If the whole of the Master Lease Premises or any portion of the Concessionaire Premises shall be taken by any public authority under the power of eminent domain or sold to a public authority under threat or in lieu of such taking, then the Term shall cease as of the day upon which possession is taken by such public authority, and the Rent shall be paid up to that day.

(b) A voluntary sale or transfer of an interest in all or any part of the Master Lease Premises or of the Concessionaire Premises to any public or quasi-public body, agency, person or other entity, corporate or otherwise, having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed to be a taking under the power of eminent domain for the purposes of this Article.

SECTION 16.02 Damages and Awards. Concessionaire shall have no claim against Sublandlord, the Port Authority or the applicable condemning authority for any award and

damages for such taking under the power of eminent domain or proceeds from any sale under threat or in lieu of such a taking, and any award or damages shall be distributed in accordance with the Master Lease, provided that neither Sublandlord nor the Port Authority shall be entitled to any award or damages specifically designated as compensation for, depreciation to, or cost of removal of, the personal property and trade fixtures of the Concessionaire. Notwithstanding the foregoing provisions of this Section, nothing herein shall bar Concessionaire from pursuing a claim against the applicable condemning authority for damages to the extent of Concessionaire's interest in the Concessionaire Premises, subject to the provisions of the Master Lease.

ARTICLE XVII. DEFAULT

SECTION 17.01 Events of Default. Upon the occurrence, at any time prior to or during the Term, of any one or more of the following events (each, an "Event of Default"):

(a) if Concessionaire shall (i) default in the payment to Sublandlord when due of any installment of Rent or in the payment to Sublandlord when due of any Additional Rent, and such default shall continue for a period of five (5) days after notice by Landlord to Tenant of such default, or (ii) default in the payment to the Port Authority when due of any installment of Rent or in the payment to the Port Authority when due of any Additional Rent; or

(b) if Concessionaire shall default in the observance or performance of any term, covenant or condition on Concessionaire's part to be observed or performed under any other lease or agreement with Sublandlord and such default shall continue beyond any grace period set forth in such other lease or agreement for the remedying of such default; or

(c) if the Concessionaire Premises shall become deserted or abandoned; or

(d) if a Governmental Authority terminates, revokes or suspends any certificate, license, permit or authority held by Concessionaire without which Concessionaire shall not be lawfully empowered to conduct its business operations in the Concessionaire Premises and such certificate, license, permit, or authority is not reinstated, or a new one received, within five (5) days; or

(e) if Concessionaire shall fail to cause any lien filed against the Concessionaire Premises, the Master Lease Premises, or any Sublandlord or Port Authority property to be released of record by payment, bond, order of a court of competent jurisdiction or otherwise, within thirty (30) days after the filing thereof; or

(f) if Concessionaire's interest in this Sublease shall devolve upon or pass to any person, whether by operation of law or otherwise, except as may be expressly permitted under Article XIV hereof; or

(g) if Concessionaire shall file a voluntary petition in bankruptcy or insolvency, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any

other present or future applicable federal, state or other statute or law, or shall make an assignment for the benefit of creditors or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Concessionaire or of all or any part of Concessionaire's property; or

(h) if, within sixty (60) days after the commencement of any proceeding against Concessionaire, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, such proceeding shall not have been dismissed, or if, within sixty (60) days after the appointment of any trustee, receiver or liquidator of Concessionaire, or of all or any part of Concessionaire's property, without the consent or acquiescence of Concessionaire, such appointment shall not have been vacated or otherwise discharged, or if any execution or attachment shall be issued against Concessionaire or any of Concessionaire's property pursuant to which the Concessionaire Premises shall be taken or occupied or attempted to be taken or occupied; or

(i) if within any twelve (12) consecutive calendar month period, Concessionaire shall have on three (3) or more occasions failed to pay Rent when due hereunder, or Sublandlord has had grounds to commence more than two summary proceedings;

(j) Failure to timely deliver the Letter of Credit and any replacement thereof, that continues for a period of ten (10) business days after written notice thereof to Concessionaire; or

(k) The act or omission of Concessionaire which, under the terms of this Sublease or the Master Lease is prohibited and which would result in the Port Authority having the right to terminate the Master Lease or revoke the Consent for cause, provided that if such act or omission is cured prior to the Port Authority terminating the Master Lease or revoking the Consent, and the Port Authority does not terminate the Master Lease or revoke the Consent, then such act or omission by Concessionaire shall be deemed cured; or

(l) if Concessionaire shall default in the observance or performance of any other term, covenant or condition of this Sublease on Concessionaire's part to be observed or performed and either (1) Concessionaire shall fail to remedy such default within thirty (30) days after notice by Sublandlord to Concessionaire of such default, or (2) if such default is of such a nature that it cannot be completely remedied within said period of thirty (30) days, Concessionaire shall not commence the cure of such default within said period of thirty (30) days, thereafter diligently prosecute to completion all steps-necessary to remedy such default and completely remedy such default within sixty (60) days of the notice from Sublandlord;

(m) then, Sublandlord, at any time thereafter during the continuance thereof, at Sublandlord's option, may give to Concessionaire a five (5) days' notice of termination of this Sublease and, in the event such notice is given, this Sublease and the

Term shall come to an end and expire upon the expiration of said five (5) days with the same effect as if the date of expiration of said five (5) days were the Expiration Date, but Concessionaire shall remain liable for damages as provided in this Article.

SECTION 17.02 Rights, Remedies, Damages.

(a) If there exists an Event of Default by Concessionaire, or if any execution or attachment shall be issued against Concessionaire or any of Concessionaire's property whereupon the Concessionaire Premises shall be taken or occupied or attempted to be taken or occupied by someone other than Concessionaire, or if this Sublease and the Term shall expire and come to an end as provided in Section 17.01, then:

(i) Sublandlord and its agents and servants may immediately, or at any time after such default or after the date upon which this Sublease and the Term shall expire and come to an end, re-enter the Concessionaire Premises or any part thereof, without notice, either by summary proceedings, or by any other applicable action or proceeding, or by force or otherwise (without being liable to indictment, prosecution or damages therefor), and may repossess the Premises and dispossess Concessionaire and any other persons from the Concessionaire Premises and remove any and all of their property and effects from the Concessionaire Premises; and

(ii) Sublandlord, at Sublandlord's option, may relet the whole or any part or parts of the Concessionaire Premises from time to time, either in the name of Sublandlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the Expiration Date, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Sublandlord, in its sole discretion, may determine. Sublandlord shall have no obligation to relet the Concessionaire Premises or any part thereof and shall in no event be liable for refusal or failure to relet the Concessionaire Premises or any part thereof, or, in the event of any such reletting, for refusal or failure to collect any rent due upon any such reletting, and no such refusal or failure shall operate to relieve Concessionaire of any liability under this Sublease or otherwise to affect any such liability. Sublandlord, at Sublandlord's option, may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Concessionaire Premises as Sublandlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Concessionaire of any liability under this Sublease or otherwise affecting any such liability.

(b) Concessionaire hereby waives the service of any notice of intention to re-enter or to institute legal proceedings to that end which may otherwise be required to be given under any present or future law. Concessionaire, on its own behalf and on behalf of all persons claiming through or under Concessionaire, including all creditors,

does further hereby waive any and all rights which Concessionaire and all such persons might otherwise have under any present or future law to redeem the Concessionaire Premises, or to re-enter or repossess the Concessionaire Premises, or to restore the operation of this Sublease, after (i) Concessionaire shall have been dispossessed by a judgment or by warrant of any court or judge, or (ii) any re-entry by Sublandlord, or (iii) any expiration or termination of this Sublease and the Term, whether such dispossess, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Sublease. The words "re-enter", "re-entry" and "re-entered" as used in this Sublease shall not be deemed to be restricted to their technical legal meanings. In the event of a breach or threatened breach by Concessionaire, or any persons claiming through or under Concessionaire, of any term, covenant or condition of this Sublease on Concessionaire's part to be observed or performed, Sublandlord shall have the right to enjoin such breach and the right to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Sublease for such breach. The right to invoke the remedies hereinbefore set forth are cumulative and shall not preclude Sublandlord from invoking any other remedy allowed at law or in equity.

(c) If this Sublease and the Term shall expire and come to an end as provided in this Article, or by or under any summary proceeding or any other action or proceeding, or if Sublandlord shall re-enter the Concessionaire Premises as provided in this Section, or by or under any summary proceeding or any other action or proceeding, then, in any of said events:

(i) Concessionaire shall pay to Sublandlord all Rent and other charges payable under this Sublease by Concessionaire to Sublandlord to the date upon which this Sublease and the Term shall have expired and come to an end or to the date of re-entry upon the Concessionaire Premises by Sublandlord, as the case may be;

(ii) Concessionaire also shall be liable for and shall pay to Sublandlord, as damages, any deficiency (hereinafter, the "Deficiency") between the Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term and the net amount, if any, of rents collected under any reletting effected pursuant to the provisions of this Section for any part of such period. The Deficiency shall also include all of Sublandlord's expenses in connection with the termination of this Sublease, or Sublandlord's re-entry upon the Concessionaire Premises and with such reletting including, but not limited to, all repossession costs, brokerage commissions, legal expenses, attorneys' fees and disbursements, alteration costs and other expenses of preparing the Concessionaire Premises for such reletting. Any such Deficiency shall be paid in monthly installments by Concessionaire on the days specified in this Sublease for payment of installments of Rent, Sublandlord shall be entitled to recover from Concessionaire each monthly Deficiency as the same shall arise, and no suit to collect the amount of the Deficiency for any month shall prejudice Sublandlord's

right to collect the Deficiency for any subsequent month by a similar proceeding; and

(iii) whether or not Sublandlord shall have collected any monthly Deficiencies as aforesaid, Sublandlord shall be entitled to recover from Concessionaire, and Concessionaire shall pay to Sublandlord, on demand, in lieu of any further Deficiencies as and for liquidated and agreed final damages, a sum equal to the amount by which the Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term exceeds the then fair and reasonable rental value of the Concessionaire Premises for the same period, less the aggregate amount of Deficiencies theretofore collected by Sublandlord pursuant to the provisions of this Section for the same period. If, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Concessionaire Premises, or any part thereof, shall have been relet by Sublandlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be deemed, prima facie, to be the fair and reasonable rental value for the part or the whole of the Concessionaire Premises so relet during the term of the reletting. For purposes of this calculation, (i) all additional rent charges due hereunder shall be calculated on the assumption that they would continue to increase at the average rate of increase of additional rent charges in the 24 previous months (or during the prior term hereunder if less); and, (ii) at Sublandlord's election, the "fair and reasonable rate", if the Concessionaire Premises are not re-let, shall be deemed to be the rentable square footage of the Concessionaire Premises multiplied by the discounted average rental per square foot in the last three new leases (excluding renewals) written for space in the Master Lease Premises (or, if fewer than three leases have been written in the previous three months, the most recent lease, or any leases in those three months) discounting for brokerage fees, free rent periods, landlord work letters, and similar expenses, and without reference to any additional rent, escalation or percentage rent clauses therein.

(iv) If the Concessionaire Premises, or any part thereof, shall be relet together with other space in the Master Lease Premises, the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned for the purposes of this Section. Concessionaire shall in no event be entitled to any rents collected or payable under any reletting, whether or not such rents shall exceed the Rent reserved in this Sublease. Solely for the purposes of this Article, the term "Rent" as used in this Section shall mean the Rent in effect immediately prior to the date upon which this Sublease and the Term shall have expired and come to an end, or the date of re-entry upon the Concessionaire Premises by Sublandlord, as the case may be. Nothing contained in this Article shall be deemed to limit or preclude the

recovery by Sublandlord from Concessionaire of the maximum amount allowed to be obtained as damages by any statute or rule of law, or of any sums or damages to which Sublandlord may be entitled in addition to the damages set forth in this Article.

(v) All costs and expenses, including attorneys' fees (whether or not legal proceedings are instituted), involved in collecting Rents or enforcing the obligations of Concessionaire under this Sublease, including the cost and expense of instituting and prosecuting legal proceedings or recovering possession of the Concessionaire Premises after a breach by Concessionaire or upon expiration or earlier termination of this Sublease, to the extent such costs and expenses have not already been paid as a Deficiency or as liquidated damages under this Section, shall be due and payable by Concessionaire as additional rent within twenty (20) days of demand.

(d) For purposes of calculating any Deficiency with respect to Percentage Rent, Gross Receipts shall be determined in the following manner: (i) Gross Receipts shall be derived by multiplying the number of days in the balance of the Term originally fixed, by Concessionaire's average daily Gross Receipts; (ii) the average daily Gross Receipts shall be the total actual Gross Receipts of Concessionaire during that part of the effective period of the Term (including all annual periods falling within the effective period) in which Rent was due and payable, divided by the number of days included in such part of the effective period.

SECTION 17.03 Sanctions for Certain Sublease Violations. Concessionaire's failure to adhere to the operating requirements set forth in this Sublease is reasonably anticipated to result in significant inconvenience to the public, adversely affect the overall concession business of the Master Lease Premises, and reduce the amount of rent to be paid to Sublandlord. Additionally, Sublandlord resources will be expended in dealing with violations of this Sublease by Concessionaire. The parties hereby agree that total damages sustained by Sublandlord for violations of the provisions of this Sublease addressing the subject matter listed below could be significant, but would be difficult to determine and to track. Therefore, the parties hereto agree that the sanction amounts, set forth below for violation of this Sublease terms addressing the referenced subject matter are reasonable estimates of the loss anticipated to be suffered or incurred by Sublandlord. Concessionaire, therefore, hereby agrees that imposition of the sanctions set forth below is fair and reasonable and Concessionaire agrees to pay immediately upon demand by Sublandlord the following sanction amounts upon the occurrence of breaches related to the following subject matter:

Operating Hours
$100 first occurrence ($500 if breach occurs on holiday)
$250 second occurrence ($500 if breach occurs on holiday)
$500 third occurrence (Same if breach occurs on holiday)

$1,000 per occurrence thereafter ($1500 if breach occurs on holiday)

Service Standards; Employee Standards
$50 per occurrence

Pricing and Quality
$250 first occurrence
$500 per occurrence thereafter

Signs and Lease Line Violations
$50 first occurrence
$100 per occurrence thereafter

Sanitation, Hygiene, Cleanliness, Waste Disposal and Recycling
$100 per occurrence, for up to three (3) occurrences
$1,000 per occurrence thereafter or a fee for any remedial sanitation work that must be performed by Sublandlord billed at a rate determined by Sublandlord at its sole discretion, notwithstanding the market rate.

Deliveries and Vendor Access
$100 per occurrence

SECTION 17.04 Imposition of Sanctions. Except for Sublease violations regarding the minimum hours of operation, the sanctions for which shall be incurred immediately and without notice upon violation, other sanction amounts shall not be imposed unless the Sublease violation continues for more than three (3) calendar days after Sublandlord has given Concessionaire written notice of the violation, provided that after Sublandlord has given Concessionaire notice of the same violation more than twice during any given year of the Term, the sanction amount shall be immediately imposed with no opportunity to cure in order to avoid the sanction. Additionally, after two (2) sublease violations of the same type in the same year of the Term, Sublandlord reserves the right, at its sole option, not to impose the sanction and instead seek any other remedies available to it for an Event of Default, including termination of this Sublease. Sublandlord's right to impose the sanctions described above shall be in addition to any other rights and remedies of Sublandlord under this Sublease.

ARTICLE XVIII. TAXES

SECTION 18.01 Taxes. Concessionaire, solely, shall be responsible and liable for any taxes, assessments, levies, fees and other governmental charges and impositions of any and every kind or nature, regular or special, direct or indirect, foreseen or unforeseen or known or unknown, levied or assessed by municipal, county, state, federal or other governmental taxing or assessing authority, upon, against or with respect to (i) Concessionaire's leasehold interest in the Concessionaire Premises, (ii) any leasehold improvements or other alterations made to the Concessionaire Premises by Concessionaire, (iii) the furniture, fixtures, equipment, inventory and any other personal property of any kind owned by, or placed, installed or located in, within, upon or about the Concessionaire Premises by Concessionaire, (iv) Concessionaire's occupancy or use of the Concessionaire Premises.

ARTICLE XIX. HOLDING OVER

SECTION 19.01 Holding Over. Without in any way limiting the provisions in this Sublease regarding Events of Default and the Security Deposit or any other term and condition hereof, unless otherwise notified by Sublandlord in writing, if Concessionaire remains in possession of the Concessionaire Premises after the expiration or termination of the Term, in addition to any damages to which Sublandlord may be entitled under this Sublease or other remedies Sublandlord may have by law or otherwise, Concessionaire shall pay to the Sublandlord a rental for the period commencing on the day immediately following the date of such expiration or the effective date of such termination and ending on the date that Concessionaire shall surrender and completely vacate the Concessionaire Premises at an annual rate equal to twice the sum of (i) the annual rate of Minimum Annual Guarantee in effect on the date of such expiration or termination, plus (ii) all items of Percentage Rents, Additional Rent and other periodic charges payable with respect to the Concessionaire Premises by the Concessionaire at the rates in effect during the three hundred sixty-five (365) day period immediately preceding such date. Nothing herein contained shall give, or be deemed to give, Concessionaire any right to remain in possession of the Concessionaire Premises after the expiration or termination of the letting under this Sublease. Concessionaire acknowledges that the failure of Concessionaire to surrender, vacate and yield up the Concessionaire Premises to Sublandlord on the effective date of such expiration or termination will or may cause Sublandlord and the Port Authority injury, damage or loss. Concessionaire hereby assumes the

risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay Sublandlord and the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and Concessionaire hereby expressly agrees to indemnify and hold Sublandlord and the Port Authority harmless against any such injury, damage or loss.

ARTICLE XX. QUIET ENJOYMENT

SECTION 20.01 Quiet Enjoyment. Upon payment by Concessionaire of Rent and upon the timely observance and full performance of all the covenants, terms and conditions on Concessionaire's part to be observed and performed under this Sublease and the Consent, Concessionaire shall peaceably and quietly hold and enjoy the Premises for the Term, free from and without hindrance or interruption, subject to the Master Lease and the Consent.

ARTICLE XXI. SIGNS AND ADVERTISING

SECTION 21.01 Definition of Signs. For purposes of this Section, signs shall include, but not necessarily be limited to, identification signs, Concessionaire logos, advertising, promotions, stickers, photographs, art displays, and the like.

SECTION 21.02 Right to Install. Concessionaire may install and operate upon or in the Concessionaire Premises, and at Concessionaire's sole cost and expense, signs containing its name and representing its business in accordance with the guidelines established in the Tenant Design Manual. Concessionaire acknowledges Sublandlord's desire to maintain a high level of aesthetic quality in the Master Lease Premises and in all concession facilities throughout the Master Lease Premises. Therefore, Concessionaire covenants and agrees that, in the exercise of its privilege to install and maintain appropriate signs on the Concessionaire Premises, it will submit to Sublandlord the size, design, content, and intended location of each and every sign it proposes to install on or within the Concessionaire Premises, and that no signs of any type shall be installed on or within the Concessionaire Premises without the specific prior written approval of Sublandlord as to the size, design, content, and location. Handwritten, hand lettered, and paper signs are prohibited. Notwithstanding any prior written approval, Concessionaire shall install, remove, or modify any signs as directed in writing by the Sublandlord Concession Manager. Sublandlord's failure to require removal of any sign placed on or about the Concessionaire Premises without written permission shall not be deemed a waiver of the Sublandlord Concession Manager's authority to require removal of any unapproved sign.

SECTION 21.03 Signs and Fixtures Outside Concessionaire Premises.

(a) Concessionaire shall not place, install, erect, maintain or display any racks, stands, trade fixtures, pedestal signs, or other displays of products outside the boundaries of the Concessionaire Premises without the express prior written approval of Sublandlord.

(b) Except with the prior written consent of the Port Authority and Sublandlord, Concessionaire shall not place, install, erect, maintain or display any signs or any advertising at or on the exterior parts of the Concessionaire Premises or in the Concessionaire Premises so as to be visible through the windows or exterior doors

thereof. Interior and exterior signs affecting public safety and security shall be in accordance with established Port Authority standards.

SECTION 21.04 Removal of Signs.

(a) Upon the expiration or sooner termination of this Sublease, Concessionaire shall remove, obliterate or paint out, as Sublandlord may direct, any and all signs and advertising on the Concessionaire Premises or elsewhere at the Master Lease Premises if pertaining to Concessionaire, and in connection therewith shall restore the Concessionaire Premises and the Master Lease Premises to the same condition as existing prior to the installation of any such signs or advertising. If there is a failure by Concessionaire so to remove, obliterate or paint out each and every sign or advertising and so to restore the Concessionaire Premises and the Master Lease Premises, Sublandlord may, at its option, perform the necessary work at the expense of Concessionaire, and the charge therefor shall be paid by Concessionaire to Sublandlord on demand.

(b) Upon the expiration or sooner termination of the Master Lease, Concessionaire shall remove, obliterate or paint out, as the Port Authority may direct, any and all signs and advertising on the Concessionaire Premises or elsewhere at the Master Lease Premises if pertaining to Concessionaire, and in connection therewith shall restore the Concessionaire Premises and the Master Lease Premises to the same condition as existing prior to the installation of any such signs or advertising. In the event that there is a failure by Concessionaire so to remove, obliterate or paint out each and every sign or advertising and so to restore the Concessionaire Premises and the Master Lease Premises, the Port Authority may, at its option, perform the necessary work at the expense of Concessionaire, and the charge therefor shall be paid by Concessionaire to the Port Authority on demand.

SECTION 21.05 Tenant Directory, Etc. Sublandlord shall list Concessionaire in one or more "Tenant Directories" to be located within the Master Lease Premises for the convenience of passengers. The design, layout, location, size, and placement of any Tenant Directory and Concessionaire's listing therein shall be at the sole discretion of Sublandlord. Each party hereby grants to the other party (a) the right to list such party's name on its website, and (b) a non-exclusive license to use such party's name and logo in any marketing or promotional materials describing the Master Lease Premises and Sublandlord generally, provided such use shall in each case be subject to any applicable name and logo usage guidelines of such party and to the prior approval of such party, not to be unreasonably withheld.

ARTICLE XXII. NONDISCRIMINATION, ETC.

SECTION 22.01 Covenants Regarding Non-discrimination. To the extent required by law, Concessionaire, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as follows:

(a) Without limiting the generality of any of the provisions of this Sublease, Concessionaire, for itself, its successors in interest, and assigns, as a part of the

consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Concessionaire Premises, (2) that in the construction of any improvements on, over, or under the Concessionaire Premises and furnishing of services thereon, no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that Concessionaire shall use the Concessionaire Premises 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, Part 21, Non-discrimination in Federally-assisted programs of 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 Concessionaire's operations at the Airport, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) It is the policy of the Department of Transportation that minority business enterprises as defined in 49 CFR Part 23, i.e., firms owned and controlled by minorities; firms owned and controlled by women and firms owned and controlled by financially disadvantaged persons; shall have the maximum opportunity to participate in the performance of leases as defined in 49 CFR Section 23.5. Consequently, this Sublease is subject to 49 CFR Part 23, as applicable.

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

(d) Concessionaire agrees to include the above statements in paragraph (c) in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

SECTION 22.02 Material Breach. Concessionaire's noncompliance with the provisions of this Article shall constitute a material breach of this Sublease. In the event of the breach by Concessionaire of any of the above nondiscrimination provisions, Sublandlord and the Port Authority may take appropriate action to enforce compliance. Furthermore, or in the event such noncompliance shall continue for a period of twenty (20) days after receipt of written notice from the Port Authority or Sublandlord, Sublandlord shall have the right to terminate this Sublease and the letting hereunder with the same force and effect as a termination under Article XVII, or may pursue such other remedies as may be provided by law; and as to any or all the foregoing, the Port Authority may take such action as the United States may direct.

SECTION 22.03 Indemnification. Concessionaire shall indemnify and hold harmless Sublandlord and the Port Authority from any claims and demands of third persons, including the United States of America resulting from Concessionaire's noncompliance with any of the provisions of this Article, and Concessionaire shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

ARTICLE XXIII. RIGHTS AND PRIVILEGES OF SUBLANDLORD

SECTION 23.01 Rules and Regulations. Sublandlord shall have the right to enforce, and adopt from time to time, reasonable rules and regulations, which Concessionaire agrees to observe and obey, with respect to the use of the Master Lease Premises, provided that such rules and regulations shall not be inconsistent with (i) safety, current rules and regulations of the Federal Aviation Administration (FAA) and the Transportation Security Administration (TSA), and any future changes prescribed from time to time by the FAA, TSA, or any other successor Federal agency, (ii) current rules and regulations of the Port Authority and any future changes prescribed from time to time by the Port Authority, all of which rules and regulations of the Port Authority, in the event of any inconsistency, shall supercede and control over those of Sublandlord, and (iii) the rights granted to Concessionaire herein or the intent and purpose of this Sublease.

SECTION 23.02 Official Representative. The Sublandlord Concession Manager is hereby designated as the representative for Sublandlord with respect to notices and communication regarding this Sublease.

SECTION 23.03 Sublease Actions. All actions relating to policy determination, modification of this Sublease, termination of this Sublease, and any similar matters affecting the terms of this Sublease shall be subject to Section 25.06 hereof regarding amendments hereto.

SECTION 23.04 Right to Enter Concessionaire Premises. The Sublandlord Concession Manager and his or her designated representatives may enter upon the Concessionaire Premises at any reasonable time upon reasonable prior notice to Concessionaire, for any purpose necessary, incidental to, or connected with, the performance of its obligations hereunder, or at any time, without any requirement to provide prior notice, in the case of an emergency.

SECTION 23.05 Sublandlord's and the Port Authority's Right to Develop. Sublandlord reserves the right to further develop or improve the public areas of the

Concessionaire Premises, including the Master Lease Premises and ramp space, and the other areas of the Concessionaire Premises as it sees fit, regardless of the desires or views of Concessionaire, and without interference or hindrance. Concessionaire hereby acknowledges the Port Authority's right to further develop or improve the airfield, public areas within the Airport, and any other Airport property or facility as it sees fit, regardless of the desires or views of Concessionaire, and without interference or hindrance.

SECTION 23.06 Aircraft Noise, Etc. Concessionaire acknowledges that the Port Authority reserves for the use and benefit of the public, the right of aircraft to fly in the airspace overlying the land herein leased, together with the right of said aircraft to cause such noise as may be inherent in the operation of aircraft landing at, taking off from, or operating on or in the vicinity of the Airport and the Master Lease Premises, and the right to pursue all operations of the Airport and the Master Lease Premises.

SECTION 23.07 Aerial Approach Rights. Concessionaire acknowledges that the Port Authority reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Concessionaire from erecting, or permitting to be erected, any building or other structure on the Airport, which, in the opinion of the Port Authority, would limit the usefulness of the Airport, or constitute a hazard to aircraft.

SECTION 23.08 Right to Make Modifications. Sublandlord may from time to time increase or decrease the size or capacity of any public facilities within the Concessionaire Premises, or the Master Lease Premises, or make alterations thereto or reconstruct or relocate them or modify the design and type of construction thereof or close them or any portions of them, either temporarily or permanently, provided notice is given to Concessionaire.

SECTION 23.09 Renegotiations. This Sublease at any time may be reopened for renegotiation in good faith if Federal Aviation Administration (FAA) Airport Certification or Transportation Security Administration's Security Requirements, FAR Parts 139 and TSR 1542 respectively, result in major expenditures to Sublandlord or the Port Authority due to Concessionaire's tenancy in the Master Lease Premises. If said renegotiation is desired, written notice must be given to Concessionaire not less than sixty (60) days prior to such renegotiations.

SECTION 23.10 Sublandlord's Right to Relocate Concessionaire Premises.

(a) Sublandlord reserves the right to relocate the Concessionaire Premises to other space in the Master Lease Premises (such other space being hereinafter referred to as the "Substitution Space") should that be necessary for Master Lease Premises area remodeling, redesign, or expansion.

(b) Notwithstanding the forgoing, the Substitution Space shall (i) contain substantially the same amount of square footage as the Concessionaire Premises, and (ii) have a similar or better layout as the Concessionaire Premises.

(c) Sublandlord shall exercise such right by giving Subtenant not less than sixty (60) days' prior written notice specifying the effective date of such substitution of

the Substitution Space, or such additional reasonable time for Concessionaire to alter the Substitution Space for the operation of its business, whereupon, as of such effective date:

(i) the description of the Concessionaire Premises set forth in this Sublease shall, without further act on the part of Sublandlord or Concessionaire, be deemed amended so that the Substitution Space shall be deemed to be the Concessionaire Premises under the Lease, and all of the terms, covenants, conditions and provisions and agreements of this Sublease shall continue in full force and effect and apply to the Substitution Space; and

(ii) Concessionaire shall move from the original Concessionaire Premises into the Substitution Space on or before the effective date stated in Sublandlord's notice and shall vacate and surrender possession to Sublandlord of the original Concessionaire Premises; and

(iii) Subject to the other provisions of this subsection (iii), Concessionaire shall be deemed to have accepted possession of the Substitution Space in its "as is" condition as of the effective date stated in Sublandlord's notice.

(d) If Sublandlord exercises this relocation right, Sublandlord shall pay directly, upon presentation of invoices, for any of Concessionaire's actual and reasonable out-of-pocket expenses for the design, construction, and/or renovation of the Substitution Space, and for moving and installing Concessionaire's furniture, equipment, supplies, telephones and telephone equipment and all of Concessionaire's other property in the Concessionaire Premises from the original Concessionaire Premises to the Substitution Space. Concessionaire shall not be compensated and Sublandlord and Port Authority shall not be liable for any inconvenience to Concessionaire or for any interruption of Concessionaire's business or affairs, provided that rent shall be equitably adjusted based on the square footage, design, layout, location, and other material physical characteristics of the Substitution Space compared to the originally occupied space. Additionally, Sublandlord, at Sublandlord's expense, shall alter the Substitution Space in substantially the same manner as the original Concessionaire Premises were delivered to Concessionaire and the effective date of the substitution of the Substitution Space shall not be deemed to have occurred until the substantial completion of such alterations. If Concessionaire requests materials or installations in the Substitution Space other than those originally installed by Sublandlord in the original Premises or if Concessionaire shall make any changes in the work, Sublandlord's written consent thereto shall be required and Concessionaire shall pay to Sublandlord, if Sublandlord so gives its consent, the extra costs of any such materials, installations or changes in the work. Sublandlord at its discretion may substitute materials of like quality for the materials originally utilized in proceeding with any such work.

ARTICLE XXIV. AIRPORT SECURITY

SECTION 24.01 Compliance and Responsibility for Fines and Forfeitures. Concessionaire recognizes its obligations for security on the Airport and in the Master Lease Premises as prescribed by 49 CFR Part 1542, the Airport Security Program, and the Air Terminal Rules and Regulations,, and agrees to employ such measures as are necessary to prevent or deter the unauthorized access of persons or vehicles into the secure area of the Master Lease Premises and Airport. Concessionaire shall comply with Transportation Security Regulation Part 1542 (Airport Security) and the Master Lease Premises and Airport security policies as presently outlined in its Airport Security Program and the Air Terminal Rules and Regulations, as such plan may be amended from time to time. Concessionaire shall pay any forfeitures or fines levied upon it, Sublandlord, or the Port Authority through enforcement of Transportation Security Regulation Part 1542, or any other applicable Federal, state or local regulation, due to the acts or omissions of Concessionaire, its employees, agents, suppliers, invitees or guests and for any attorneys' fees or related costs paid by Sublandlord or the Port Authority as a result of any such violation.

SECTION 24.02 Security Identification.

(a) Concessionaire shall abide by rules and regulations adopted by Sublandlord in carrying out Sublandlord's obligations under Aviation Security Regulations and Directives for the proper identification of persons and vehicles entering the aircraft operations area and other security measures as Sublandlord deems necessary from time to time. Concessionaire shall obtain Airport identification badges for all personnel working in any restricted, SIDA, secure, sterile area, which will require Concessionaire to make initial application to the Port Authority, to include all current contracts, and receive approval; designating Issuing Officers and require each to successfully complete required training; and each worker to complete the Airport ID Card Application Form, submit to required fingerprinting, and successfully complete required security training. Concessionaire shall require all employees to display Airport Identification badges at all times while working. The badges must be worn above the waist, be visible at all times, and otherwise comply with all Port Authority rules and regulations regarding the same.

(b) Pursuant to applicable Federal regulations, Concessionaire shall conduct an annual self-audit of Master Lease Premises and Airport access media, such as keys and access cards, used by Concessionaire, its employees, agents, suppliers, invitees, sublessees or guests. Concessionaire shall provide Sublandlord with a written report of said audits and shall replace, reset or re-key, as appropriate, all affected Master Lease Premises area access locks or devices whenever missing, lost, or stolen access media exceed five (5) percent of the access media issued for the affected lock or device.

SECTION 24.03 Tenant Security Program. Concessionaire shall create a Tenant Security Program (TSP) in coordination with the Airport Security Program (ASP) and the Airport Security Coordinator (ASC) for the Airport. The TSP shall be submitted to the Transportation Security Administration (TSA) and, upon approval, will make Concessionaire a regulated party of the TSA, in accordance with 49 CFR 1542. Additionally, Concessionaire will

comply with rules, practices, security restrictions and regulations as set forth by Sublandlord, the Port Authority or other any agency having jurisdiction at the Airport. Any fines assessed against Sublandlord as a result of Concessionaire's failure to comply with the provisions of this paragraph or other intentional or negligent acts or omissions of Concessionaire, its employees or agents will be paid promptly, upon demand, to Sublandlord by Concessionaire.

SECTION 24.04 Employee Clearance. All employees assigned by Concessionaire shall be physically able to do their assigned work. Sublandlord and the Port Authority shall have complete control over granting, denying, withholding, or terminating security clearance for said employees. Clearance is required for all employees upon being hired or assigned to the Master Lease Premises. Concessionaire shall not permit any employee to begin work until Airport Police grants clearance to each individual employee.

SECTION 24.05 Intentionally Omitted.

ARTICLE XXV. MISCELLANEOUS

SECTION 25.01 Concessionaire's OFAC Certification.

(a) Concessionaire hereby represents and warrants to Sublandlord and the Port Authority (which representations and warranties shall be deemed to be continuing and re-made at all times during the Term) that Concessionaire is not, and shall not become, a person or entity with whom Sublandlord or the Port Authority is restricted from doing business under the 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 on Terrorist Financing Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit or Support Terrorism), or other governmental action and is not engaging, and shall not engage, in any dealings or transactions or be otherwise associated with such persons or entities. Concessionaire acknowledges that Sublandlord is entering into this Sublease, and the Port Authority is entering into the Consent, in reliance on the foregoing representations and warranties and that such representations and warranties are a material element of the consideration inducing Sublandlord to enter into and execute this Sublease and the Port Authority to enter into and execute the Consent. In the event of any breach of any of the foregoing representations and warranties by Concessionaire, Sublandlord shall have the right, in addition to any and all other remedies provided under this Sublease or at law or in equity, to immediately terminate this Sublease upon written notice to the Concessionaire, and the Port Authority shall have the right, in addition to any and all other remedies provided under the Consent or at law or in equity, to immediately revoke the Consent upon written notice to the Concessionaire. Concessionaire further acknowledges that there shall be no cure for such a breach. In the event of any such termination by Sublandlord or revocation by the Port Authority, Concessionaire shall, immediately on receipt of Sublandlord's termination notice or the Port Authority's revocation notice, cease all use of and operations permitted under this Sublease and surrender possession of the Concessionaire Premises to Sublandlord without Sublandlord being required to resort to any other legal

process. Termination or revocation on the aforedescribed basis shall be deemed a termination or revocation for cause.

(b) Concessionaire shall indemnify and hold harmless Sublandlord and the Port Authority and their respective Commissioners, directors, officers, employees, agents and representatives from and against any and all claims, damages, losses, risks, liabilities and expenses (including, without limitation, attorney's fees and disbursements) arising out of, relating to, or in connection with Concessionaire's breach of any of its representations and warranties made under this Section. Upon the request of Sublandlord or the Port Authority, Concessionaire 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 defense of the Port Authority it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provision of any statutes respecting suits against the Port Authority.

(c) The provisions of this Section shall survive the expiration or earlier termination of this Sublease.

SECTION 25.02 Government Reservations And Restrictions. The Concessionaire Premises being leased and rights granted by this Sublease shall be subject to all enforced reservations and restrictions, including but not limited to, the following:

(a) It is understood and agreed to by Concessionaire that nothing herein contained shall be construed to grant or authorize the granting of any exclusive right forbidden by the Airport Development Act, 49 U.S.C., 47101, et seq., and Section 308 of the Federal Aviation Act of 1958 and as amended.

(b) During a time of war or national emergency, Sublandlord or the Port Authority shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if such lease with the Government is executed, the provisions of this Sublease insofar as they are inconsistent with the provisions of the agreement or lease with the Government, shall be suspended.

(c) This Sublease shall be subject to the terms of any sponsor's assurances and agreements now required or imposed in the future, between Sublandlord or the Port Authority and the Federal Aviation Administration or any successor Federal agency.

(d) This Sublease shall be subordinate to the provisions of any existing or future agreement between the United States Government and Sublandlord or the Port Authority relative to the operation or maintenance of the Master Lease Premises or Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Master Lease Premises or Airport, by the provisions of the Airport Improvement Program, and as the program may be amended, or any other federal act, deed, grant agreement or program affecting the

operation, maintenance of the Airport now or in the future; provided however, that Sublandlord shall, to the extent permitted by law, use its best efforts to cause any such agreements to include provisions protecting and preserving the rights of Concessionaire in and to the Concessionaire Premises and improvements thereon.

SECTION 25.03 Sublease Subordinate to Bond Ordinance. This Sublease and all rights of Concessionaire hereunder are expressly subordinated and subject to the lien and provisions of any pledge or assignment made by Sublandlord or the Port Authority to secure any bonds authorized by law to be issued for the development or improvement of the Master Lease Premises or Airport, and Sublandlord and Concessionaire agree that the holders of the said bonds shall possess, enjoy and may exercise all rights of Sublandlord hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by Concessionaire and Sublandlord with the terms and provisions of the bond covenants.

SECTION 25.04 Information Statement. At any time and from time to time, the parties agrees that, within fifteen (15) days after written request from a party, the other party shall execute, acknowledge and deliver to the requesting party a written statement certifying that this Sublease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), that such party is not in default under this Sublease (or if in default, stating the nature of such default), and including such other pertinent and reasonable information regarding this Sublease and Concessionaire's occupancy of the Concessionaire Premises as may be requested. Nothing in this Section is intended to, or shall be deemed to affect, alter or diminish in any way (i) any rights of Sublandlord or Concessionaire under this Sublease or (ii) any obligations of Sublandlord or Concessionaire under this Sublease.

SECTION 25.05 Waiver; Election of Remedies. One or more waivers of any covenant or condition of this Sublease by Sublandlord shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Sublandlord to or of any act of Concessionaire requiring consent or approval of Sublandlord, shall not be deemed to render unnecessary such consent or approval to or of any subsequent similar act. No breach by Concessionaire of a covenant or condition of this Sublease shall be deemed to have been waived by either, any or both of Sublandlord unless such waiver is in writing signed by each non-breaching party. Rights and remedies under this Sublease or under any specific section, subsection or clause hereof shall be cumulative and in addition to any and all other rights and remedies which each party has or may have elsewhere under this Sublease or at law or in equity, whether or not such section, subsection or clause expressly so states.

SECTION 25.06 Entire Agreement; Amendment.

(a) All exhibits and/or addendum(s), and/or rider(s), if any, attached to this Sublease are hereby made a part of this Sublease, with full force and effect as if set forth herein. This Sublease supersedes all prior agreements between the parties hereto and sets forth all the covenants, promises, agreements and conditions, and understandings between Sublandlord and Concessionaire concerning the Concessionaire Premises or any other premises within the Master Lease Premises occupied or used by Concessionaire, and there shall be no actual or implied covenants, promises, agreements, conditions or

understandings, either oral or written, between them other than as are set forth herein and none thereof shall be used to interpret, construe, supplement or contradict this Sublease. The parties agree that any deletion of language from the Sublease prior to its mutual execution by Sublandlord and Concessionaire 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, obverse or opposite of the deleted language.

(b) No alteration, amendment, change or addition to this Sublease shall be binding upon Sublandlord or Concessionaire unless reduced to writing and signed by each party.

SECTION 25.07 Interpretation; Use of Pronouns; Consent

(a) Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of a joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Rent, any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. This Sublease is the result of arms length negotiations between Sublandlord and Concessionaire and shall not be construed against Sublandlord by reason of its preparation of this Sublease.

(b) Whenever herein the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

(c) If this Sublease is silent as to the standard for any consent, approval, determination, or similar discretionary action, the standard shall be at the sole and unfettered discretion of Sublandlord, rather than any implied standard of good faith, fairness or reasonableness. If Concessionaire requests Sublandlord's consent or approval pursuant to any provision of this Sublease which consent or approval shall be at the sole discretion of Concessionaire, and Sublandlord fails or refuses to give such consent, Concessionaire shall not be entitled to any damages as a result of such failure or refusal, whether or not unreasonable.

SECTION 25.08 Contract Documents. The request for proposals published in connection herewith and Concessionaire's proposal in response thereto, which proposal is set forth in Exhibit L attached hereto, shall all form a part of this Sublease. In the event of a conflict between the terms and conditions of this Sublease and any of said documents, the terms and conditions of this Sublease shall take precedence.

SECTION 25.09 Delays; Force Majeure. Time is of the essence in the performance under this Sublease. In the event Sublandlord or Concessionaire shall be delayed in the performance of any obligation, covenant, agreement or other undertaking required of it under this Sublease, by reasons of strikes, lockouts, labor disputes, Acts of God, inability to procure

labor, materials, or reasonable substitutes therefor, or shall at any time be so delayed by reason of the diminution of power or power failure(s), restrictive governmental laws or controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other reasons beyond the reasonable control of and not the fault of the party delayed in performing work or doing acts required under the terms of this Sublease, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided that the time for performance shall in no event be extended due to financial or economic problems of any party. Notwithstanding anything to the contrary, the occurrence of any of the events of force majeure herein described shall not excuse Concessionaire's obligations to pay Rent or any other payment obligation hereunder on a timely basis.

SECTION 25.10 Notices. Any notice or demand to Concessionaire or from Concessionaire to Sublandlord shall be in writing and shall be sent by either (a) certified mail addressed, return receipt requested with proper postage affixed thereto, or (b) a nationally-recognized courier, prepaid, to the following addresses:

If to Sublandlord:

JetBlue Airways Corporation
118-29 Queens Blvd.
Forest Hills, New York 11375
Attention: Vice President, Corporate Real Estate

With copy to:

JetBlue Airways Corporation
118-29 Queens Blvd.
Forest Hills, New York 11375
Attention: General Counsel

If to Concessionaire:

OTG Management
One International Plaza, Suite 145
Philadelphia, Pennsylvania 19113
Attention: Eric J. Blatstein

With a copy to:

OTG Management
One International Plaza, Suite 145
Philadelphia, Pennsylvania 19113
Attention: General Counsel

Any notice sent or otherwise delivered in accordance with the foregoing shall be deemed served and effective upon the earlier of (i) the date of receipt or refusal to accept delivery, (ii) the second business day following the date upon which the notice has been delivered to the Delivery

Service; or (iii) the third business day following the date upon which the notice has been deposited with the U.S. Postal Service with proper postage thereon. Any party may, by like notice, direct that future notices be sent to a different or additional address.

SECTION 25.11 Captions and Section Numbers. The captions, section numbers and article numbers and index appearing in this Sublease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Sublease or in any way affect this Sublease.

SECTION 25.12 Brokers. Concessionaire and Sublandlord represent and warrant each to the other and the Port Authority that there are and shall be no claims for brokerage commissions or finder's fees in connection with this Sublease, and each party agrees to indemnify the other, Sublandlord and the Port Authority and hold each and all of them harmless from all liabilities arising from any claim for brokerage commissions and finder's fees in connection with this Sublease. Such agreement shall survive the expiration or sooner termination of this Sublease.

SECTION 25.13 Successors. All rights and liabilities herein given to, or imposed upon, the parties to this Sublease shall inure to and be imposed upon the respective heirs, executors, administrators, permitted successors and assigns of the said parties; and if there shall be more than one Concessionaire, they shall all be bound jointly and severally by the terms, covenants and agreements herein.

SECTION 25.14 Governing Law. This Sublease shall be governed by and construed in accordance with laws of the State of New York. If any provision of this Sublease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties, to the extent possible. In any such event, all other provisions of this Sublease shall be deemed valid and enforceable to the full extent.

SECTION 25.15 Survival of Obligations. All obligations of both the Concessionaire and Sublandlord which cannot be ascertained to have been fully performed prior to the end of the Term, or any earlier termination hereof shall survive the expiration or termination of this Sublease, whichever occurs earlier.

SECTION 25.16 Attorneys' Fees. If at any time after the date hereof, a party institutes any action or proceeding against the other party relating to the provisions of this Sublease or any default hereunder, the prevailing party in any such action or proceeding shall reimburse be entitled to reimbursement from the non-prevailing party for the costs expenses, including reasonable attorneys' fees and disbursements, incurred by the prevailing party, including any such fees, costs or disbursements incurred on any appeal from such action or proceeding.

SECTION 25.17 Exculpation. Concessionaire, for itself and its successors and assigns covenants and agrees that it or they shall enforce any obligation of Concessionaire contained in this Sublease solely against Sublandlord and not against any of the Protected Parties or in any manner realized upon the personal liability or assets of any of the Protected Parties.

SECTION 25.18 Termination by Port Authority Without Cause; Waiver and Release

(a) This Sublease shall automatically terminate without notice to Concessionaire upon the expiration, termination or revocation of the Consent. Concessionaire acknowledges that the Port Authority may revoke the Consent without cause upon thirty (30) days prior written notice to Concessionaire whether or not there then exists an Event of Default, such revocation by the Port Authority of the Consent without cause being hereinafter referred to as "Discretionary Revocation."

(b) Sublandlord covenants and agrees that, if the Port Authority shall exercise its right to terminate this Sublease by a Discretionary Revocation, then Sublandlord shall pay to Concessionaire an amount equal to Concessionaire's Unamortized Capital Investment, as of the effective date of the Discretionary Revocation. In the event that the Port Authority revokes the Consent for cause based on a default thereunder or the Concessionaire terminates the Consent, Concessionaire shall not be entitled its Unamortized Capital Investment.

SECTION 25.19 Security Deposit Generally. Upon the execution of this Sublease by Concessionaire and delivery thereof to Sublandlord, Concessionaire shall deliver to Sublandlord and the Port Authority, respectively, as security for the full, faithful and prompt performance of and compliance with, on the part of Concessionaire, all of the terms, provisions, covenants and conditions of this Sublease and the Consent on its part to be fulfilled, kept, performed or observed (the "Security Deposit"), a clean irrevocable letter of credit (a "Letter of Credit") issued by a banking institution satisfactory to Sublandlord and the Port Authority and otherwise meeting the qualifications set forth in this Section, and having its main office within the Port of New York District, and otherwise in accordance with the following, subject to adjustment based on Port Authority requirements following its review of Concessionaire's financial information:

(a) With respect to the letter of credit as security for Sublandlord, such letter of credit shall be in favor of Sublandlord, and payable in the Port of New York District in the amount of Two Hundred Thousand Dollars and No Cents ($200,000.00). 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 Sublandlord.

(b) With respect to the letter of credit as security for the Port Authority, such letter of credit shall be in favor of the Port Authority, and payable in the Port of New York District in the amount of Fifty Thousand Dollars and No Cents ($50,000.00). The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority.

(c) Each such letter of credit required by this Section shall provide that it shall continue throughout the effective period of the permission under this Sublease and the Consent, as applicable, and for a period of not less than six (6) months thereafter, such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by Sublandlord or the Port Authority, its letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is an appropriate and valid exercise by the banking institution of the

corporate power conferred upon it by law. The letters of credit shall not be considered to be held in trust by Sublandlord or the Port Authority for the benefit of Concessionaire, and shall not be considered an advance payment of rent or a measure of Sublandlord's or the Port Authority's damages in the case of an event of default by Concessionaire.

(d) Upon notice of cancellation of any letter of credit, Concessionaire 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 beneficiary, the beneficiary may draw down the full amount thereof and thereafter hold the same as security. Failure to provide a letter of credit at any time during the effective period of the permission under this Sublease and the Consent, as applicable, including any failure of any banking institution issuing any such letter of credit previously accepted by the beneficiary to make one or more payments as may be provided in such letter of credit, shall be deemed to be a breach of this Sublease and the Consent on the part of Concessionaire. Upon acceptance of a replacement letter of credit by the beneficiary, and upon request by Concessionaire made thereafter, the beneficiary will return the cash security deposit being held, if any. Concessionaire shall have the same rights to receive such cash security 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 Sublease and the Consent and fulfillment of the obligations of the Sublease and the Consent.

(e) If the beneficiary shall make any drawing under a letter of credit held by such party, Concessionaire on demand of such party and within two (2) days thereafter, shall bring the letter of credit back up to its full amount. No action by the beneficiary pursuant to the terms of any letter of credit, or any receipt by the beneficiary of funds from any bank issuing such letter of credit, shall be or be deemed to waiver of any default by Concessionaire under the terms of this Sublease or the Consent, and all remedies of Concessionaire and of Sublandlord and the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit.

(f) For purposes of the provisions set forth in this Section, Concessionaire hereby certifies that its I.R.S. Employer Identification No. is (Ex. 1)

(g) Concessionaire agrees that it will not assign, mortgage or encumber, or attempt to assign, mortgage or encumber, a letter of credit (or any performance guaranty) held by Sublandlord or the Port Authority under this Sublease, and that neither Sublandlord nor the Port Authority, nor either party's successors or assigns, shall be bound by any such assignment, mortgage, encumbrance, attempted assignment, attempted mortgage or attempted encumbrance. Sublandlord and the Port Authority shall not be required to exhaust its remedies against Concessionaire before having recourse to the letter of credit (or any performance guaranty or any other security held by such party). Recourse by Sublandlord and the Port Authority to their respective letters of credit, or any other security held by such party, shall not affect any remedies of such party which are provided in this Sublease or the Consent, or which are available in law or equity.

(h) If Concessionaire fully performs all of its obligations under this Sublease, the letter(s) of credit held by Sublandlord, or any balance remaining, will be released within sixty (60) days from the Expiration Date or termination of this Sublease and delivery of the Concessionaire Premises to Sublandlord. However, if any question exists concerning Concessionaire's full compliance with this Sublease or if there is any obligation under this Sublease to be performed after the Expiration Date or earlier termination of this Sublease, Sublandlord shall be entitled to require that the letter(s) of credit remain in place until Sublandlord is fully satisfied that there has been no violation of this Sublease and all obligations due under this Sublease have been fully performed, even if it takes Sublandlord longer than sixty (60) days to make such a determination to Sublandlord's satisfaction. The return of any letter of credit held by the Port Authority shall be subject to the provisions of the Consent or otherwise follow applicable Port Authority policy.

SECTION 25.20 Authority of Execution. If Concessionaire is a corporation, limited liability company or limited partnership, Concessionaire shall furnish to Sublandlord at the time of execution of this Sublease (a) a certificate issued by the state of its formation that the Concessionaire is in good standing in said state, (b) a certified copy of its Certificate of Incorporation, Articles of Organization, Certificate of Formation, or such other documentation as used in the state of its formation whereby the Concessionaire was originally formed in said state, and (c) a certified copy of the resolution of the Board of Directors, General Partners, Managers or Managing Members of other party(ies) having the power of control of the Concessionaire approving this Sublease and authorizing its execution by the persons who have signed or will sign this Sublease.

SECTION 25.21 Subordination. This Sublease shall be and remain subject and subordinate to the Master Lease and the letting hereunder shall terminate on the day prior to the expiration of the Master Lease, or on the date of the earlier termination of the Master Lease, such termination of this Sublease to be effective on such date and to have the same effect as if the Term had on that date expired. The rights of Sublandlord with respect to the Concessionaire Premises are those granted to it by the Port Authority, and no greater rights are granted or intended to be granted to Concessionaire than Sublandlord has power thereunder to grant.

SECTION 25.22 Third Party Beneficiary. The Port Authority is an express and intended third party beneficiary of this Sublease and it shall inure to its benefit and its successors and assigns. Without limiting the generality of the foregoing and in addition thereto, since the obligation of the Concessionaire to pay the Percentage Rent, the Annual Guarantee Rent and the Additional Rent hereunder is for the benefit of both the Port Authority and the Sublandlord, the payment thereof may be enforced by either or both the Port Authority and the Sublandlord on a joint and several basis and further in the event of any breach or default by the Concessionaire in paying the Port Authority Share, the Sublandlord Share or any other Additional Rent due under this Sublease, both the Sublandlord and the Port Authority shall have the right to enforce payment thereof and to exercise all necessary remedies in connection therewith.

IN WITNESS WHEREOF, Sublandlord and Concessionaire have caused this Sublease to be duly executed as of the year and day first above written.

JETBLUE AIRWAYS CORPORATION

By: _____
Name:
Title:

OTG JFK T5 VENTURE, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, Sublandlord and Concessionaire have caused this Sublease to be duly executed as of the year and day first above written.

JETBLUE AIRWAYS CORPORATION

By: _____
Name:
Title:

OTG JFK T5 VENTURE, LLC

By: _____
Eric J. Blatstein, President

JOHN F. KENNEDY INTERNATIONAL AIRPORT
TERMINAL 5

COPY

CONCESSIONAIRE SUBLEASE AGREEMENT

between

JETBLUE AIRWAYS CORPORATION, SUBLANDLORD

and

OTG JFK T5 VENTURE, LLC, CONCESSIONAIRE

Dated as of May 30, 2008

EXHIBIT A

DESCRIPTION OF CONCESSIONAIRE PREMISES

Unit No.	Approximate Sq. Ft.	Location
Leasable Concession Space		
Leasable Office and Storage Space		

Unit, Concept and Use Schedule
OTG JFK T5 Venture, LLC

Center Core - Airside			
Unit	**Square Footage**	**Concept**	**Use and Minimum Menu**
8CC 9CC	2,970 4,362	AeroNuova, 5ive Steak, Piquillo	Food Service: AeroNuova shall offer a traditional Italian menu with pasta, sandwiches, cold sliced meats, fish, meat, chicken, cold seafood, antipasti, salads, cheeses, sweets, cocktails, and beer. JFK Steak shall offer steak, local produce, and fresh seafood. Piquillo shall offer Spanish tapas, hot and cold items, soup, salad, wine, and cocktails.
12CC 13CC 14CC 15CC 16CC 17CC	993 1,237 1,072 993 682	Pomme Frites, Dunkin' Donuts, Cheeburger Cheeburger, Boar's Head Deli, Philly Cheesesteaks, Lucy's Asian Kitchen, Roma Pizza	Food Service: Pomme Frites shall offer French fries with assorted dipping sauces. Dunkin Donuts shall offer branded doughnuts, coffee, tea, espresso, and lattes, muffins, and bagels. Cheeburger Cheeburger shall offer burgers, chicken tenders, sandwiches, shakes, beverages, fries, and onion rings. Boar's Head Deli shall offer sandwiches, wraps, paninis, antipasti, croissants, salads, and beverages. Philly Cheesesteaks shall offer cheese, pork and chicken cheesesteaks, onion rings, fries, egg sandwiches, and beverages. Lucy's Asian Kitchen shall offer omelets, noodles, wraps, rice, and traditional Asian fare such as lo mien, and sushi rolls.
		Markets Cases Cold and Hot Bars Seating Area Bar	Market cases shall offer fruits, snacks, candy, health bars, cheese, salads, nuts, beverages. Cold and Hot Bars shall offer an assortment of salads, fresh fruits and vegetables, hot entrees, including breakfast.
		Velocity Bar	Seating Area Bar shall offer beverages, cocktails, beer, and wine
36CC	519	Jamba Juice, Cibo Express Gourmet Markets	Food Service: Jamba Juice shall offer smoothies, energy drinks. Cibo Express shall offer assorted fruits, snacks, candy, health bars, cheese, salads, nuts, and beverages.
40CC	2,665	La Vie, Deep Blue Sushi Bar Noodle Bar, Deep Blue on the Fly	Food Service: La Vie shall offer Provencal cuisine, including steak frites and croque monsieur, and wine and cocktails. Deep Blue Sushi Bar and Deep Blue on the Fly shall offer sushi, dumplings, Japanese barbeque, a noodle bar, sake, and cocktails.

South Concourse			
20SC	773	Cibo Express Gourmet Markets	Cibo Market shall offer fruits, snacks, candy, health bars, cheese, salads, nuts, and beverages.
22SC	640	Horizon Bakery Café	Food Service: Horizon Bakery and Café shall offer breakfast, fruit, salads, soup, assorted sandwiches, including vegetarian sandwiches, freshly baked breads, cocktails, beer, and wine.
56SC(b)	TBD	Velocity Bar	. Seating Area Bar shall offer beverages, cocktails, beer, and wine.

East Concourse			
29EC	2,887	NY Sports Grill & Cibo Express Gourmet Markets	Food Service: NY Sports Grill shall offer salads, sandwiches, appetizers, wraps, burgers, and platters such as fish and chips, chicken, steak, beer, wine and cocktails. Cibo Express shall offer assorted fruits, snacks, candy, health bars, cheese, salads, nuts, and beverages.
58EC	120	Velocity Bar	Food Service: Bar offering espresso, beverages, cocktails, beer, and wine.
33EC[B]	TBD	Aunt Butchies and Velocity Bar	Food Service offering assorted cakes and pastries; Bar offering beverages, cocktails, beer, and wine.
31EC 32EC	906 849	Revolucion	Food Service: Revolucion shall offer egg dishes, appetizers, salads, sandwiches, quesadillas, tortillas, steak, chicken, grilled shrimp, enchiladas, cocktails, beer, and wine.
North Concourse			
7NC	120	Self-Service Dunkin Donuts and Velocity Bar	Self-Service Dunkin Donuts offering shall include Dunkin Donuts brand doughnuts, coffee, tea, espresso, and lattes, muffins, and bagels, beverages, cocktails, beer, and wine.
4NC	4,266	Loft Kitchen & Bar & Loft Shop	Food Service: The Loft shall offer breakfast foods such as pancakes, waffles, grits, and eggs; lunch and dinner items, including salads, soups, fries, sandwiches, entrees such as meatloaf, crab cakes, macaroni and cheese; kids menu selections; cocktails, beer, and wine.
Ticketing			
2T	769	Dunkin Donuts/Away Café	Food Service: This unit shall include a Dunkin Donuts with their branded doughnuts, coffee, tea, espresso, and lattes, muffins, and bagels and an Away Cafe offering fruit, snacks, Polynesian cocktails, candy, yogurt, assorted juices, nuts, organic bars, non-alcoholic beverages, cocktails, beer, and wine.

Lower Level			
51LL	728	Dunkin Donuts/Cibo Express Gourmet Markets	Food Service: This unit shall include a Dunkin Donuts with their branded doughnuts, and coffee, and a Cibo Market offering fruits, snacks, candy, health bars, cheese, salads, nuts, and assorted juices, and beverages.
53LL	1,387	Jamba Juice & Velocity Bar	Food Service: Jamba Juice shall offer smoothies, energy drinks, yogurt blends, fresh fruit, and bottled water. Bar offering beverages, cocktails, beer, and wine.
Gate Holdroom Plan			Food Service: This gate food service program shall offer delivery service from all of the food service units in the Terminal on the agreed pods.

EXHIBIT B

RESERVED

EXHIBIT C

RESERVED

EXHIBIT D

RESERVED

EXHIBIT E

LIST OF ITEMS APPROVED FOR SALE

[Concessionaire's Product and Price List by Location and Category,
to be proposed by Concessionaire and subject to Sublandlord's approval]

EXHIBIT F

PROHIBITED ITEMS

[Prohibited Items List, to be agreed upon by Sublandlord and Concessionaire]

EXHIBIT G-1

PORT AUTHORITY M/W/DBE POLICY

As a matter of policy the Port Authority and JetBlue require Concessionaire and Concessionaire shall itself and shall require all general contractors or other construction supervisors and each of Concessionaire's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work, pursuant to the provisions of this Exhibit G-1. For purposes hereof, "Minority Business Enterprise" "(MBE)" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "Women-owned Business Enterprise" "(WBE)" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by women and such ownership is real, substantial and continuing. "Meaningful participation" shall mean that at least seventeen percent (17%) of the total dollar value of the construction contracts (including subcontracts) covering the construction work are for the participation of Minority Business Enterprises and Women-owned Business Enterprises, of which at least twelve percent (12%) are for the participation of Minority Business Enterprises. Good faith efforts to include meaningful participation by MBEs and WBEs shall include at least the following:

a. Dividing the work to be subcontracted into smaller portions where feasible.

b. Actively and affirmatively soliciting bids for subcontracts from MBEs and WBEs, including circulation of solicitations to Minority and female contractor associations. The Contractor shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation in the work, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venturer or subcontractor, the reason for such decision.

c. Making plans and specifications for prospective construction work available to MBEs and WBEs in sufficient time for review.

d. Utilizing the list of eligible MBEs and WBEs maintained by the Port Authority or seeking minorities and women from other sources for the purpose of soliciting bids for subcontractors.

e. Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors, where appropriate, to insure that Concessionaire and Contractor will meet their obligations hereunder.

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

g. Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

Certification of MBEs and WBEs hereunder shall be made by the Economic Development Department/Business and Job Opportunity of the Port Authority. If the Contractor wishes to utilize a firm not already certified by the Port Authority, it shall submit to the Port Authority a written request for a determination that the proposed firm is eligible for certification. This shall be done by completing and forwarding such form as may be then required by the Port Authority. All such requests shall be in writing addressed to the Economic Development Department/Business and Job Opportunity, Port Authority of New York and New Jersey, Newark Legal Center, Riverfront Plaza, 9th floor, Newark, New Jersey 07102, or such other address as the Port Authority may specify by notice. Certification shall be effective only if made in writing by the General Manager in charge of the Economic Development Department/Business and Job Opportunity of the Port Authority. The determination of the Port Authority shall be final and binding.

The Port Authority has compiled a list of the firms that the Port Authority has determined satisfy the criteria for MBE and WBE certification. This list may be supplemented and revised from time to time by the Port Authority. Such list shall be made available to the Contractor upon request. The Port Authority makes no representation as to the financial responsibility of such firms, their technical competence to perform, or any other performance-related qualifications. Only MBEs and WBEs certified by the Port Authority will count toward the MBE and WBE goals.

Please note that only sixty percent (60%) of expenditures to MBE or WBE suppliers will count towards meeting the MBE and WBE goals. However, expenditures to MBE or WBE manufacturer's (i.e. suppliers that produce goods from raw materials or substantially alter them before resale) are counted dollar for dollar.

EXHIBIT G-2

M/W/DBE CERTIFICATION

To qualify as a Disadvantaged Business Enterprise or Disadvantaged Business ("M/W/DBE"), the firm must meet the criteria established by the U.S. Department of Transportation in 49 CFR Parts 23 and 26 and be certified by the Port Authority. Currently, to qualify as a DBE, the firm must be a small business concern whose average annual receipts for the preceding 3 fiscal years does not exceed $30,000,000.00 and it must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it. For other types of business operations, the U.S. Small Business Administration size standards are used to determine eligibility for certification. The DBE may, if other qualifications are met, be a franchisee of a franchisor. An airport concession is a for-profit business enterprise, located on an airport, which is subject to the Code of Federal Regulations 49 Part 23, subpart F, that is engaged in the sale of consumer goods or services to the public under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Port Authority makes a rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged":

a. Women;

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

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

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

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan and Bangladesh; and

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

"Minority" means the following: (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin); (b) Hispanic (all persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race); (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); and (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

"Minority Business Enterprise" or "MBE" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing.

"Women-owned Business Enterprise" or "WBE" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by women and such ownership is real, substantial and continuing.

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

The Port Authority has compiled a list, which may be supplemented and revised from time to time by the Port Authority, to indicate the firms the Port Authority determined satisfy the criteria for M/W/DBE certification. Such list shall be made available to the proposers upon request. The Port Authority makes no representations as to the financial responsibility of such firms, their technical competence to perform, nor any other performance-related qualifications. Only listed M/W/DBEs and such firms not so listed, but certified by the Port Authority as M/W/DBEs hereunder, will count towards M/W/DBE requirements.

Certification of M/W/DBEs hereunder shall be made by the Office of Regional and Economic Development Department/Small Business Program of the Port Authority. If Concessionaire wishes to utilize a firm not so listed but which the Concessionaire believes should be certified as a M/W/DBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required by the Port Authority from time to time. All such requests shall be in writing, addressed to Ms. Ida Perich, Manager, Certification Programs, or other designee of the Office of Regional and Economic Development Department/Small Business Program, The Port Authority of New York and New Jersey, 233 Park Avenue South, 4th Floor, New York, New York 10003 or such other address as the Port Authority may designate from time to time. Eligibility for certification shall only be made in writing over the name of the General Manager in charge of the Office of Business and Job Opportunity. The

determination of the Port Authority shall be final and binding on the applicant. Contact 212-435-7808 for inquiries or assistance.

EXHIBIT H

PORT AUTHORITY AFFIRMATIVE ACTION / EQUAL EMPLOYMENT OPPORTUNITY GUIDELINES

I. As a matter of policy the Port Authority and JetBlue hereby require Concessionaire to comply with the provisions set forth hereinafter in this Exhibit H and in Sections 62, 63 and 64 of the Master Lease. The provisions set forth in this Part I are similar to the conditions for bidding on federal government contracts adopted by the Office of Federal Contract Compliance and effective May 8, 1978.

Concessionaire and Concessionaire's respective bidders, contractors and subcontractors and each subcontractor of a contractor at any tier of construction (herein collectively referred to as "the Contractor"), must fully comply with the following conditions set forth herein as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "Bid Conditions"). Concessionaire hereby commits itself to the goals for Minority and female utilization set forth below. Concessionaire shall likewise require the Contractor to commit itself to the said goals for Minority and female utilization set forth below.

II. Concessionaire and the Contractor shall each appoint an executive of its Concessionaire to assume the responsibility for the implementation of the requirements, terms and conditions of the following requirements:

(a) The goals for Minority and female participation expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work are as follows: (1) Minority participation: Minority, except laborers-30%; Minority, laborers-40%; and (2) Female participation: Female, except laborers-6.9%; Female, laborers-6.9%. These goals are applicable to all the Contractor's construction work performed in and for the Concessionaire Premises.

The Contractor's specific affirmative action obligations required herein of Minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make good faith efforts to employ minorities and women evenly on each of its projects. The transfer of Minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract. Compliance with the goals will be measured against the total work hours performed.

(b) The Contractor shall provide written notification to Concessionaire and Concessionaire shall provide written notification to JetBlue and the General Manager in charge of the Economic Development Department/Business and Job Opportunity of the Port Authority within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

(c) As used herein: (1) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury

Department Form 941; and (2) "Minority" – as in the Definitions to the Concessionaire Area Lease.

(d) Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the construction work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 those provisions which include the applicable goals for Minority and female participation.

(e) The Contractor shall implement the specific affirmative action standards provided in subparagraphs (1) through (16) of Paragraph (h) hereof. The goals set forth above are expressed as percentages of the total hours of employment and training of Minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the premises. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

(f) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations hereunder.

(g) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(h) The Contractor shall take specific affirmative actions to ensure equal employment opportunity ("EEO"). The evaluation of the Contractor's compliance with these provisions shall be based upon its good faith efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each phase of the construction project. The Contractor, shall specifically ensure that all foremen, superintendents, and other supervisory personnel at the premises are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to Minority or female individuals working at the premises.

(2) Establish and maintain a current list of Minority and female recruitment sources, provide written notification to Minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Maintain a current file of the names, addresses and telephone number of each Minority and female off-the-street applicant and Minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each

such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

(4) Provide immediate written notification to Concessionaire when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a Minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and training programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (2) above.

(6) Disseminate the Contractor's EEO Policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the Contractor's newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all Minority and female employees at least once a year; and by posting the Contractor's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least every six months the Contractor's EEO policy and affirmative action obligations hereunder with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decision including specific review of these items with on-premises supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at the premises. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including Minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to Minority, female and community organizations, to schools with Minority and female students and to Minority and female recruitment and training organizations and to State-certified Minority referral agencies serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present Minority and female employees to recruit other Minority persons and women and, where reasonable, provide after school, summer and vacation employment to Minority and female youth both on the premises and in areas of a Contractor's workforce.

(11) Tests and other selecting requirements shall comply with 41 CFR Part 60-3.

(12) Conduct, at least every six months, an inventory and evaluation at least of all Minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations hereunder are being carried out.

(14) Ensure that all facilities and Concessionaire activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from Minority and female construction contractors and suppliers, including circulation of solicitations to Minority and female contractor associations and other business associations.

(16) Conduct a review, at least every six months, of all supervisors' adherence to and performance under the Contractors' EEO policies and affirmative action obligations.

(i) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (subparagraphs (1)-(16) of Paragraph (h) above). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraph (h) hereof provided that: the Contractor actively participates in the group, makes good faith efforts to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's Minority and female workforce participation, makes good faith efforts to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.

(j) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal opportunity and to take affirmative action for all Minority groups, both male and female, and all women, both Minority and non-Minority. Consequently, the Contractor may be in violation hereof if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation hereof if a specific Minority group of women is underutilized).

(k) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

(l) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

(m) The Contractor shall carry out such sanctions and penalties for violation of this clause including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered by Concessionaire. Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof.

(n) The Contractor, in fulfilling its obligations hereunder shall implement specific affirmative actions steps, at least as extensive as those standards prescribed in paragraph (h) hereof so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of these provisions, Concessionaire shall proceed accordingly.

(o) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the Concessionaire EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanical apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work is performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(p) 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 (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(q) Without limiting any other obligation, term or provision under the Master Lease, the Contractor shall cooperate with all federal, state or local agencies established for the purpose of implementing affirmative action compliance programs and shall comply with all procedures and guidelines established or which may be established by the Authority.

EXHIBIT I

PORT AUTHORITY LOCAL BUSINESS ENTERPRISE COMMITMENT

As a matter of policy, JetBlue and the Port Authority hereby require Concessionaire and Concessionaire shall require any Contractor utilized by Concessionaire to perform construction work on the Concessionaire Premises to comply with the provisions set forth hereinafter in this Exhibit I.

(1) Concessionaire and each Contractor shall use every good faith effort to maximize the participation of Local Business Enterprises ("LBEs") in all construction work on the Concessionaire Premises. In order to assure familiarity with the services and materials provided by LBEs, the Contractor shall attend such meetings as may be called by the General Manager of the Airport on LBEs and shall contact the Queens Air Services Development Office ("ASDO"), located at John F. Kennedy International Airport, Bldg. 141, First Floor, Jamaica, NY 11430 to obtain LBE Vendor Profiles and access ASDO's on-line vendor retrieval system ("BASIS"). Sublandlord, American or the Authority has not checked the references, capabilities or financial background of the LBEs registered with the ASDO, but is referring the Contractor to the ASDO and BASIS solely for the purpose of advising Contractors of LBEs who may be interested in providing services and/or materials to the Contractor.

(2) Good faith efforts to include participation by LBEs in construction work shall include at least the following: (i) Dividing the work to be subcontracted and services and materials to be procured into small portions, where feasible. (ii) Soliciting bids on portions of the work to be subcontracted and services and materials to be procured from LBEs registered with ASDO and such other LBEs as the Contractor deems appropriate.

(3) JetBlue and the Port Authority are committed to making employment opportunities available to local residents and expects that the Contractor will utilize LBEs.

(4) It is specifically understood and agreed that the requirements set forth herein for the participation of LBEs shall not alter, limit, diminish or modify any of the obligations under this Sublease including, without limitation, the obligation to put into effect the affirmative action program and the MBE and WBE programs in accordance with the provisions set forth above in Exhibit I.

EXHIBIT J

RESERVED

EXHIBIT K

PORT AUTHORITY STREET PRICING REQUIREMENTS

A. General Port Authority Street Pricing Policy.

The Aviation Department of the Port Authority requires specific pricing criteria in all concessions agreements at the Airport. In general, the Port Authority and JetBlue seek to promote fair and reasonable prices in airport concession programs. The street pricing policy is also designed to produce a greater volume of sales, thereby reflecting the Port Authority's and JetBlue's objective to provide high customer service and optimization of financial return. The Port Authority's street pricing policy requires that prices charged at the Airport will be comparable to off-airport prices. In general, the policy requires any specialty retail, newsstand and food & beverage vendors that operate both on-airport and off-airport to price goods in the on-airport store within the range of prices charged at their off-airport stores. For vendors without off-airport operations in the area, comparable stores in the region are identified to establish the basis for street prices (the specific methodology for this comparison is established based upon the specific type of store and merchandise sold). For duty free concession vendors, where there are no comparable off-airport operations, the pricing policy requires that the prices of duty free merchandise be substantially comparable to the prices charged for duty free goods in duty free stores at other airports in the northeastern United States. Further, vendors must submit price lists for all goods and services in advance for approval. The street pricing policy also requires vendors to post signs in clearly visible locations notifying customers that the store charges fair and reasonable prices that are comparable to other stores in the region. JetBlue requires strict adherence to the Port Authority's street pricing policy.

B. Comparable Locations In the Metro Area.

1. Specialty Retail and Food Service Concessions. For price comparative purposes, the street pricing policy requires that the prices charged in the various types of specialty retail and food & beverage concession facilities permitted hereunder shall be compared to similar specialty retail and food & beverage establishments located in major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by JetBlue from time to time as described in Section 10.3 of this Sublease.

2. Newsstand and News & Gifts Concessions. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for newspapers, magazines and sundries shall be compared to local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as approved by JetBlue from time to time as described in Section 10.3 of this Sublease. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for gifts, souvenirs and novelties shall be compared to both similar gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate

retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as well as to the local convenience store chains and/or local non-Airport news & gift locations (excluding any locations that do not have multiple independent competitive sources and operators) in the Metro Area as approved by JetBlue from time to time as described in Section 10.3 of this Sublease.

C. Specialty Retail and Food Service Concession Pricing Requirements.

Concessionaire's prices for all specialty retail and food service products permitted to be sold under the Use and Merchandise clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor are the same or comparable with comparable brands in specialty retail and food service establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by JetBlue from time to time. To determine fair, reasonable and comparable prices, Concessionaire shall, at least once per year or more often if JetBlue so desires, conduct a price comparison as outlined in Section 10.3 of this Sublease. Concessionaire's prices may not exceed the average price of those similar items in the comparable establishments.

D. Newsstand and News & Gifts Concession Pricing Requirements.

Concessionaire's prices for all news and gift products permitted to be sold under the Use and Merchandise clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor for newspapers, magazines and sundries are the same or comparable to those charged by the local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by JetBlue from time to time and for gifts, souvenirs and novelties to those charged by comparable gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations that do not have multiple independent competitive sources and operators) located in the Metro Area as approved by JetBlue from time to time. To determine fair, reasonable and comparable prices, Concessionaire shall, at least once per year or more often if JetBlue so desires, conduct a price comparison as outlined in Section 10.3 of this Sublease.. Concessionaire's prices on any specific item may not exceed the average price of those similar items in the comparable establishments.

E. General Pricing Requirements.

In all other situations and circumstances for which no specific pricing requirement has been established, Concessionaire shall abide by the following pricing requirements. Concessionaire shall offer for sale only goods of first-class quality. For such goods, Concessionaire shall charge fair, reasonable and competitive prices. When an item has a suggested retail price pre-marked and established by the manufacturer or distributor, Concessionaire shall not charge the public a price higher than the suggested retail pre-marked price without the prior written approval of JetBlue in accordance with the Port Authority's street

pricing policy. When an item has no suggested retail price or pre-marked price, the item shall be sold at a price as first approved by JetBlue in accordance with the Port Authority's street pricing policy.

EXHIBIT L
CONCESSIONAIRE'S PROPOSAL

IN RESPONSE TO SUBLANDLORD'S RFP

As set forth in Concessionaire's Proposal submitted on or about August 6, 2007, as amended.

(For the Port Authority)

STATE OF NEW YORK)
)ss:
COUNTY OF NEW YORK)

On the 23RD day of JANUARY in the year 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared DOUG STEARNS

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.

Gail E. Mitchell
(notary seal and stamp)

GAIL E. MITCHELL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MI6026210
Qualified in Queens County
My Commission Expires June 14, 2011

(For JetBlue Airways Corporation)

STATE OF NEW YORK)
)ss:
COUNTY OF QUEENS)

On the 6th day of January in the year 2009, before me, the undersigned, a Notary Public in and for said state, personally appeared George Saver

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.

MITCHELL J. NADLER
Notary Public, State of New York
No. 02NA6080750
(notary seal and stamp) Qualified in New York County
Commission Expires 09/23/20 10

(For the Lessee)

STATE OF Pennsylvania)
)ss:
COUNTY OF Bucks)

On the 17 day of November in the year 2008, before me, the undersigned, a Notary Public in and for said state, personally appeared Christopher J. Redd

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.

Brett A. Hetherington
(notary seal and stamp)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Brett A. Hetherington, Notary Public
New Britain Twp., Bucks County
My Commission Expires Sept. 19, 2012
Member, Pennsylvania Association of Notaries

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. AYD-633
John F. Kennedy International Airport

CONSENT AGREEMENT

THIS AGREEMENT, effective as of March 7, 2007 ("Effective Date"), by and among **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** ("Port Authority"), **WESTFIELD CONCESSION MANAGEMENT, LLC** ("Permittee"), **OTG MANAGEMENT T8, LLC** ("Sublessee"), a limited liability company organized and existing under the laws of the State of New York with an office and place of business at One International Plaza, Suite 130, Philadelphia, Pennsylvania 19113, whose representative is Mr. Eric Blatstein, 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 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, dated as of March 7, 2007, 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. (a) 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.

(b) In the event the Port Authority exercises it right to revoke this Consent if the Sublessee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Consent, the Sublessee 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 Consent 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 Consent.

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. (a) 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.

(b) In the event that upon conducting an examination and audit as described in this paragraph the Port Authority determines that unpaid amounts are due to the Port Authority by the Sublessee (the "Audit Findings"), the Sublessee 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 Sublessee under this Consent 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 paragraph with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. 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, the Port Authority's rights to revoke this Consent or (ii) any obligations of the Sublessee under this Consent.

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. Basic Lease Provisions:

(a) Certain Definitions.

(i) "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, 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 from time to time may have been or may be supplemented, amended and/or restated.

(ii) "City" shall mean The City of New York, a municipal corporation of the State of New York.

(b) The Sublessee acknowledges that it has received a copy of, and is familiar with the contents of, the Basic Lease. The Sublessee acknowledges that no greater rights or privileges are hereby granted to the Sublessee than the Port Authority has the power to grant under the Basic Lease.

(c) In accordance with the provisions of the Basic Lease, the Port Authority and the Sublessee hereby agree as follows:

(i) This Consent is subject and subordinate to the Basic Lease and to any interest superior to that of the Port Authority;

(ii) The Sublessee shall not pay the fees or other sums under this Permit for more than one (1) month in advance (excluding security and other deposits required under this Permit);

(iii) With respect to this Consent, the Sublessee on the termination of the Basic Lease will, at the option of the City, enter into a direct consent on identical terms with the City;

(iv) The Sublessee shall indemnify the City, as third party beneficiary hereunder, with respect to all matters described in Section 31 of the Basic Lease;

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

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

(vii) The failure of the Sublessee to comply with the foregoing provisions shall be an event of default under this Consent, which shall provide the Port Authority with the right to revoke this Consent and exercise any other rights that the Port Authority may have as the grantor of the permission hereunder; and

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

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 or the Permittee 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:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

(Title) Asst. Director, CCCAS

(Seal)

~~ATTEST:~~ WITNESS:

Jane C. Herbert

~~Secretary~~

WESTFIELD CONCESSION MANAGEMENT, LLC

By Arnold L. Mayersohn, Jr.

(Title) ASSISTANT Vice President

(Corporate Seal)

~~ATTEST:~~ WITNESS:

~~Secretary~~ Christopher J. Redd

OTG MANAGEMENT T8, LLC

By _____

Eric J. Blatstein

(Title) (Member/ Manager)

(Corporate Seal)

ACCEPTED AND CONSENTED TO AS OF THE EFFECTIVE DATE OF THIS CONSENT AGREEMENT

AMERICAN AIRLINES, INC.

By _____

(Print Name): _____

(Title) LAURA A. EINSPANIER
President Vice President
Corporate Real Estate

(Corporate Seal)

APPROVED:

FORM	TERMS
MG	SB

gwe

OPERATING AGREEMENT
OF
OTG MANAGEMENT T8, LLC

This Operating Agreement of OTG Management T8, LLC (the "**Agreement**") is made and entered into by and between Eric J. Blatstein as the sole member (the "**Member**"), and **OTG MANAGEMENT T8, LLC**, a Delaware limited liability company (the "**Company**").

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Purpose**. The object and purpose of, and the nature of the business to be conducted and promoted by, the Company is engaging in any lawful act or activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act, 6 Del. C. §18-101 *et seq.*, and any successor statute, as amended from time to time (the "Act"), and engaging in any and all lawful activities necessary or incidental to the forgoing.

2. **Member**. The name and address of the Member are:

Eric J. Blatstein
c/o OTG Management, Inc.
One International Plaza, Suite 130
Philadelphia, PA 19113

3. **Term**. The Company shall have perpetual existence, unless and until it is dissolved in accordance with Section 13(a) hereof.

4. **Management**.

(a) The business and affairs of the Company shall be managed by the Member. The Member, on behalf of the Company, shall have the power to do any and all acts necessary or convenient to, or for the furtherance of, the business and affairs of the Company.

(b) The Member may appoint by written resolution officers and agents of the Company to which the Member may delegate by written resolution whatever duties, responsibilities and authority the Member may desire. Any officer or agent may be removed by the Member at any time by written resolution.

(c) If an officer of the Company is appointed by the Member and given a title that is used by officers of a business corporation, the Member shall be deemed to have delegated to the officer the duties, responsibilities and authority that would be exercised by an officer of a business corporation with the same title, unless the Member provides otherwise by written resolution.

5. **Title to Company Property**. All real and personal property shall be acquired in the

name of the Company and title to any property so acquired shall vest in the Company itself rather than in the Member.

6. **Compensation of Member**. The Member may be reimbursed for all expenses incurred in managing the Company and may, at the election of the Member, be entitled to compensation for management services rendered, in an amount to be determined from time to time by the Member.

7. **Distribution**. Distributions shall be made to the Member (in cash or in kind) at the times and in the aggregate amounts determined by the Member and as permitted by applicable law.

8. **Elections**. The Member may make any tax elections for the Company allowed under the Internal Revenue Code of 1986, as amended, or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company.

9. **Transferability of Membership Interest**.

(a) The interest of the Member in the Company is transferable either voluntarily or by operation of law. The Member may sell, assign, transfer, exchange, mortgage, pledge, grant, hypothecate, encumber or otherwise transfer (whether absolutely or as security) all or a portion of the interest of the Member in the Company.

(b) Upon the transfer of the entire interest of the Member in the Company, the transferee shall be substituted as a member at the time of the transfer and shall obtain all of the rights appurtenant to being a member of the Company.

(c) Upon the transfer of a portion of the interest of the Member in the Company, the transferee shall not have the status of a member of the Company unless and until the transferee is admitted as a member in accordance with Section 10 hereof.

10. **Admission of Additional Members.** Additional members of the Company may be admitted to the Company at the direction of the Member. In the event that any additional members are added, this Agreement shall be construed to apply to all of the members, and the additional members shall be required to either: (a) enter into, ratify and approve this Agreement; or (b) execute a new operating agreement after the Member has terminated this Agreement. Unless otherwise stated herein or required by the Act (or any other valid law or regulation to which the Company is subject), if additional members have been admitted to the Company and this Agreement has not been terminated or modified, for purposes of the interpretation of this Agreement: (i) the decisions of the members owning at least a majority of the membership interests in the Company shall constitute the decisions of the Member, and (ii) the term "Member" shall include the additional members.

11. **Liability of the Member.** The Member shall not have any liability for the debts, obligations or liabilities of the Company or for the acts or omissions of any other member, officer, agent or employee of the Company except to the extent provided in the Act. The failure of the

Member to observe any formalities or requirements relating to the exercise of the powers of the Member or the management of the business and affairs of the Company under this Agreement or the Act shall not, by itself, be grounds for imposing personal liability on the Member for liabilities of the Company.

12. **Indemnification**. The Company shall indemnify the member and those authorized officers, agents and employees of the Company identified in writing by the Member as entitled to be indemnified under this section for all costs, losses, liabilities and damages paid or accrued by the Member (as the Member or as an officer, agent or employee) or any such officer, agent or employee in connection with the business of the Company, to the fullest extent provided or allowed by the laws of the State of Delaware. In addition, the Company may advance costs of defense of any proceeding to the Member or any such officer, agent or employee upon receipt by the Company of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that the person is not entitled to be indemnified by the Company.

13. **Dissolution**.

(a) The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (i) the written direction of the Member, or (ii) the entry of a decree of judicial dissolution under Section 13.1-1047 of the Act. The death (or dissolution in the case of a member that is not a natural person), retirement, insanity, resignation, expulsion or bankruptcy of the Member or the occurrence of any other event that terminates the continued membership of the Member shall not cause a dissolution of the Company.

(b) Upon dissolution, the Company shall cease carrying on any and all business other than the winding up of the Company business, but the Company is not terminated and shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the Act. Upon the winding up of the Company, the Company's property shall be distributed (i) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company's liabilities; and (ii) then to the Member. Such distribution shall be in cash or property or partly in both, as determined by the Member.

14. **Conflicts of Interest**. Nothing in this Agreement shall be construed to limit the right of the Member to enter into any transaction that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company. The Member does not violate a duty or obligation to the Company merely because the conduct of the Member furthers the interests of the Member. The Member may lend money to and transact other business with the Company. The rights and obligations of the Member upon lending money to or transacting business with the Company are the same as those of a person who is not the Member, subject to other applicable law. No transaction with the Company shall be void or voidable solely because the Member has a direct or indirect interest in the transaction.

15. **Governing Law**. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of Delaware, without reference to the conflicts of law rules of that or any other jurisdiction.

16. **Entire Agreement**. This Agreement represents the entire agreement between the Member and the Company.

17. **Amendment**. This Agreement may be amended or modified from time to time only by a written instrument executed by the Member.

18. **Rights of Creditors and Third Parties**. This Agreement is entered into by the Member solely to govern the operation of the Company. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person other than the heirs, personal representatives, successors and assigns of the Member. Except and only to the extent provided by applicable statute, no creditor or third party shall have any rights under this Agreement or any agreement between the Company and the Member, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has executed this Operating Agreement to be effective for all purposes as of the filing of the Certificate of Formation on July 18, 2006.

MEMBER:

Eric J. Blatstein

COMPANY:
OTG Management T8, LLC

By: _____
Eric J. Blatstein, Managing Member

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:17 PM 07/18/2006
FILED 01:17 PM 07/18/2006
SRV 060677221 - 4192038 FILE

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

OTG MANAGEMENT T8, LLC

- **First:** The name of the limited liability company is OTG Management T8, LLC.

- **Second:** The address of its registered office in the State of Delaware is 1220 N. Market Street, Suite 806, in the City of Wilmington, 19801, County of New Castle. The name of its Registered Agent at such address is Registered Agents Legal Services, LLC.

- **Third:** This Certificate of Formation shall be effective upon filing.

- **Fourth:** The term of existence of the company shall be perpetual.

- **In Witness Whereof,** the undersigned has executed this Certificate of Formation of OTG Management T8, LLC this 18th day of July, 2006.

Jill Spalding, Organizer

279049-1

SUBLEASE

BETWEEN

WESTFIELD CONCESSION MANAGEMENT, LLC

LANDLORD

AND

OTG MANAGEMENT T8, LLC
TENANT

NEW YORK SPORTS BAR/O'NEALS/DRINK
TRADE NAMES

SPACE NUMBERS B4, B12 AND B16

CONCOURSE B

TERMINAL 8
JOHN F. KENNEDY INTERNATIONAL AIRPORT
JAMAICA, NEW YORK

TERMINAL 8 SUBLEASE
JOHN F. KENNEDY INTERNATIONAL AIRPORT
CONCOURSE B

THIS SUBLEASE ("**Sublease**") is made as of this 7th day of March, 2007, by and between **WESTFIELD CONCESSION MANAGEMENT, LLC**, a Delaware limited liability company, whose address is 11601 Wilshire Boulevard, 11th Floor, Los Angeles, California 90025 ("**Landlord**"), and **OTG MANAGEMENT T8, LLC**, a Delaware limited liability company, whose principal place of business is located at One International Plaza, Suite 130, Philadelphia, Pennsylvania 19113 ("**Tenant**").

Subject to the terms and conditions contained herein, Landlord hereby leases to Tenant, and Tenant hereby accepts from Landlord, each of the premises identified on **Exhibit A-2** (individually and collectively, the "**Premises**"), which is in and part of Terminal 8 ("**Terminal**") at John F. Kennedy International Airport, Jamaica, New York ("**Airport**"). **Exhibit A-1** is a general site plan of the Airport including the location of the Terminal. **Exhibit A-3** is a site plan of the portion of the Terminal leased to Landlord as shown hatched on such **Exhibit A-3** ("**Concession Area**"). The Terminal consists of approximately 1,414,500 square feet leased by The Port Authority of New York and New Jersey ("**Authority**") to American Air Lines, Inc. ("**American**") and is anticipated to contain approximately 36 gates. The Premises is known as Space No. B4 containing approximately 1,159 square feet of Floor Area, Space No. B12 containing approximately 2,362 square feet of Floor Area and Space No. B16 containing approximately 1,141 square feet of Floor Area, all of which are as shown on **Exhibit A-2** and all of which are containing approximately 4,662 square feet of Floor Area in the aggregate. Not included in the Premises is the roof, concrete slab floor, and all perimeter walls (except the inner surfaces thereof) and the perimeter doors and windows. The actual number of square feet of Floor Area may, at Landlord's option, be subject to adjustment based on field measurements as reasonably determined by Landlord; and all charges hereunder based on a per square foot amount shall be adjusted accordingly. The type of concession is:

☐Specialty Retail	☒Food & Beverage (☐ Food Court Location)	☐Service
☒In-Line	☐Wall-Shop	☐Kiosk

Landlord has the right to enter into this Sublease pursuant to the Master Retail Development, Management and Leasing Agreement between American and Landlord dated as of September 2, 2004 ("**Concession Area Lease**"). The Concession Area Lease is subject and subordinate to the Amended and Restated Lease No. AYB-085R between the Authority and American dated December 22, 2000 ("**Authority Lease**"). Tenant hereby acknowledges that a redacted copy of the Concession Area Lease (excluding only certain provisions considered to be confidential by Landlord and American) has been provided to Tenant. This Sublease is subject and subordinate to the Concession Area Lease and the Authority Lease, including all amendments and supplements thereto, whether entered into prior to or after the date hereof; and Tenant shall strictly comply with all applicable provisions of the Concession Area Lease, the Authority Lease, the Consent Agreement, the Authority's TAA Process and any and all other permits, documents and requirements required by the Authority (collectively, "**Authority Requirements**") applicable to the Premises and/or the Terminal or Airport. In the event of any inconsistency between the terms of this Sublease and the Concession Area Lease or the Authority Lease, then in each and every such instance, the Authority Lease or the Concession Area Lease, as the case may be, shall supersede and control. The terms, conditions and effectiveness of this Sublease are expressly conditioned upon the due execution and delivery by the Authority, American, Landlord and Tenant of an agreement in the form of **Exhibit B** hereto ("**Consent Agreement**") or as such Consent Agreement is otherwise required by the Authority. For definitional purposes, "**Tenant**" shall include Tenant, its agents, contractors, subcontractors, employees, franchisees, invitees, licensees, assignees, subtenants, concessionaires and others performing work and/or who are conducting operations in the Premises. Any

capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Concession Area Lease. American and the Authority are express and intended third party beneficiaries of this Sublease.

DATA SHEET

The following references furnish data which is hereby incorporated into the specified Sections hereof:

(1) **Section 1.02: Term: (a) Latest Rental Commencement Date:** May 9, 2007; provided, however, if new Concourse B has not opened to the public for **"Enplaned Passengers"** (as defined below) operations on or before May 9, 2007, then the Latest Rental Commencement Date shall be the date on which new Concourse B is first opened for such **"Enplaned Passengers"** operations. Notwithstanding the foregoing, if possession of the Premises with all "Base Building Work" (as defined in Section 5.01(a)) substantially complete is not delivered to Tenant on or before February 26, 2007, then the Latest Rental Commencement Date shall be extended on a day-for-day basis equal to the exact number of days past February 26, 2007, that such delivery was so delayed, and such delay was not caused by Tenant. **(b) Expiration Date:** December 26, 2015 (which is the day prior to the scheduled expiration date of the Concession Area Lease). Notwithstanding the foregoing, if the term of the Concession Area Lease is extended beyond December 26, 2015, the Expiration Date of this Sublease shall automatically be extended for an identical period of time, provided that in no event shall the Expiration Date of this Sublease be later than the tenth (10th) anniversary of the Latest Rental Commencement Date (the **"Tenth Anniversary"**). As used in this Sublease the term **"Expiration Date"** shall mean and include any extension of that date as provided in this Section 1.02. Landlord shall notify Tenant as soon as reasonably possible of any extension of the term of the Concession Area Lease, which notice shall include the extended expiration date of the Concession Area Lease and the new Expiration Date of this Sublease.

(2) **Section 2.01: Minimum Annual Guaranteed Rent and Section 2.02: Percentage Rent:** Tenant shall pay to Landlord, the greater of the Minimum Annual Guaranteed Rent (**"Guaranteed Rent"**) or Percentage Rent as follows:

(a) Guaranteed Rent: Eight Hundred Thousand and 00/100 Dollars ($800,000.00) per Lease Year, payable in equal consecutive monthly installments of Sixty-Six Thousand Six Hundred Sixty-Six and 67/100 Dollars ($66,666.67), subject to annual adjustments based upon the **"Percentage Change in Enplaned Passengers"**; and/or

(b) Percentage Rent: Percentage Rent rates of either twelve percent (12%) or fourteen percent (14%) (collectively, the **"Applicable Percentage Rent Rates"**) as follows: (i) Twelve percent (12%) of Tenant's Gross Receipts generated from the sale of food and non-alcoholic beverages, payable monthly; plus (ii) fourteen percent (14%) of Tenant's Gross Receipts generated from the sale of alcoholic beverages, payable monthly.

(4) **Section 2.06: Additional Rent:** Additional Rent shall include but not be limited to the following items:

(a) Section 2.03: Storage Premises Rent: If, applicable, Tenant shall pay Storage Premises Rent as referenced in Section 2.03;

(b) Section 2.04: Taxes: Tenant shall pay its proportionate share of Taxes as provided in Section 2.04;

(c) Section 2.05: Miscellaneous Charges: Tenant shall pay miscellaneous charges for employee parking, security checks and identification badges and screening of goods, products, equipment and supplies as charged by Landlord, American, the Authority or applicable regulatory agencies from time to time, subject to

adjustment;

(d) Section 8.04: Logistical Support and Public Area Maintenance Fee: Tenant shall pay its proportionate share of the Logistical Support and Public Area Maintenance Fee;

(e) Section 12.01: Utilities: If the Permitted Use provides for the offer and sale of food and beverage items, Tenant shall pay electricity consumed in the Premises; and

(f) Section 16.03: Joint Marketing Fund: Tenant shall contribute to the Joint Marketing Fund, calculated on the basis of one-half percent (.50%) of Gross Receipts per month, payable monthly, subject to adjustment as provided in Section 16.03. The initial joint marketing fund assessment of Four Thousand Five Hundred Dollars ($4,500.00) shall be paid by Tenant to Landlord in one lump sum within sixty (60) days prior to the "Rental Commencement Date" (as defined in Section 1.02 of this Sublease).

(5) **Section 7.01: Permitted Use:** For the operation of three (3) separate food and beverage concessions serving the following food and beverage products: (a) New York Sports Bar – full service bar providing a wide variety and assortment of domestic and international beers, domestic and international wines, spirited alcohol and various liqueurs and various non-alcoholic beverages and an assortment of snacks, sandwiches, sandwich dippers, salads and appetizers; (b) O'Neals – full service sit down restaurant offering a wide variety of breakfast, lunch and dinner entrees, an assortment of appetizers, soups, salads, side orders, deserts together with a wide variety and assortment of domestic and international beers, domestic and international wines, spirited alcohol and various liqueurs and various non-alcoholic beverages; and (c) Drink - full service bar providing a wide variety and assortment of domestic and international beers, domestic and international wines, spirited alcohol and various liqueurs and various non-alcoholic beverages and an assortment of appetizers, sandwiches, wraps, salads and side orders, and for no other use or purpose. Tenant's initial menu offerings are attached hereto as **Exhibit L** and made a part hereof. From time to time, Tenant may request in writing that new food & beverage product offerings may be prepared and sold from the Premises, subject to the prior written consent of Landlord determined in Landlord's reasonable discretion. With respect to any such new food & beverage product offerings, Tenant shall submit in writing to Landlord the complete proposed pricing structure for the prior written approval by Landlord, such approval to be determined in accordance with the Authority's "Street Pricing" policies.

(6) **Section 7.02: Hours of Operation:** Tenant shall be open for business at all three (3) locations seven (7) days a week, three hundred sixty-five (365) days a year, including all holidays. Tenant's minimum daily hours of operation at each of the three (3) locations shall be as follows: (a) New York Sports Bar – from 7:30 A.M. to 12:00 A.M. (midnight), local time; (b) O'Neals – from 5:30 A.M. to 10:00 P.M., local time; and (c) Drink - from 7:30 A.M. to 12:00 A.M. (midnight), local time. The foregoing are subject to other hours and adjustments as provided in Section 7.02.

(7) **Section 16.01: Trade Name:** "New York Sports Bar" for Space No. B4, "O'Neals" for Space No. B12 and "Drink" for Space No. B16.

(8) **Section 26.01: Performance Guaranty-Letter of Credit:** At Tenant's option: (i) an amount equal to twenty-five percent (25%) of the initial annual Guaranteed Rent in immediately available funds, payable to Landlord upon execution of this Sublease and in no event later than delivery of the Premises to Tenant; or (ii) an unconditional, irrevocable standby letter of credit in an amount not less than fifty percent (50%) of the initial annual Guaranteed Rent in funds available immediately or same day funds in the City of New York, as security for the faithful observance, payment and performance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed, paid and performed ("**Performance Guaranty**"). Such letter of credit must be in form and content as set forth in **Exhibit H** for a term of not

less than one (1) year with automatic extensions and issued by a commercial banking institution reasonably acceptable to Landlord and authorized to conduct business in the State of New York ("**Bank**"). The Performance Guaranty shall be delivered by Tenant and held by Landlord in accordance with the provisions of Article XXVI of this Sublease. No surety bonds shall be permitted.

(9) **Section 27.05: Notice Addresses:**

Landlord:

Westfield Concession Management, LLC
11601 Wilshire Blvd., 11th Floor
Los Angeles, California 90025
Attention: Office of Legal Counsel

Tenant:

OTG Management T8, LLC,
c/o OTG Management, Inc.
One International Plaza, Ste 130
Philadelphia, PA 19113
Attention: Mr. Rick Blatstein

With copies to:

Westfield Concession Management, LLC
Airport Division Management Office
2730 University Boulevard, Suite LL6
Wheaton, Maryland 20902

Westfield Concession Management, LLC
John F. Kennedy International Airport
Terminal 8
Jamaica, New York 11430

With a copy to:

Spector, Gadon & Rosen, P.C.
1635 Market Street, 7th Floor
Philadelphia, PA 19103
Attention: Alan H. Wallen, Esq.

Tenant's Billing Address:
OTG Management T8, LLC
c/o OTG Management, Inc.
One International Plaza, Ste 165
Philadelphia, PA 19113
Attention: Accounts Payable

Address for Rental Payments to Landlord: All Rentals payable to Landlord hereunder shall be made payable to "**Westfield Concession Management, LLC, Trustee for American Airlines, Inc. and the Port Authority of New York and New Jersey**" and remitted to: Westfield Concession Management, LLC, John F. Kennedy International Airport, Bank of America, File #50429, Los Angeles, California 90074-0429 (Via U.S. Mail) or Westfield Concession Management, LLC, John F. Kennedy International Airport, Bank of America, File #50429, Remittance Banking, Unit 5195, 1000 West Temple Street, Ground Floor, Los Angeles, CA 90012 (Via Overnight Delivery Service).

(10) **Minority-Owned Business Enterprises, Women-Owned Business Enterprises and/or Disadvantaged Business Enterprises ("M/W/DBE") Requirements:** Intentionally omitted.

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ARTICLE I. GRANT AND TERM

Section 1.01 CONDITIONS OF GRANT OF PREMISES. American and the Authority each have the right to make any alterations, replacements or modifications to the Terminal (including, but not limited to, the Concession Area) and/or the Airport, including actions which may change the shape, size, location, number and extent of the improvements generally shown on **Exhibits A-1, A-2 and A-3** and eliminate or add any improvements to any portion of the Terminal and/or the Airport at any time without Landlord's or Tenant's consent. Such rights shall include the right to place, install, maintain, use, repair and replace, in any manner, pipes, lines, conduits, ducts, flues, drains, sprinkler mains and valves, wires and wiring (and like improvements) and structural elements leading through the Premises or serving the Premises or any other parts of the Terminal. In the event any alterations, replacements or modifications to the Terminal (including, but not limited to, the Concession Area) and/or the Airport result in any material adverse change in the size and/or location of the Premises, Landlord and Tenant, respectively, shall have all rights and remedies provided in Section 6.02 of this Sublease. Tenant acknowledges that pursuant to the Concession Area Lease, American has agreed to use reasonable efforts to place any such items (other than existing items and/or necessary or desirable structural elements) in locations that do not materially interfere with Tenant's use of the Premises unless required to comply with American's obligations under the Authority Lease. Tenant may, upon approval by Landlord and subject to the Authority's TAA Process (as defined in Section 5.01), have the right to install utility lines and facilities which exclusively serve the Premises in the area between Tenant's finished ceiling and the roof above, but such installation shall be at Tenant's sole cost and expense. Wherever the term Airport or Terminal is used, it shall be deemed to include the areas shown as such on **Exhibit A-1**. If American or the Authority elects to enlarge or alter the Airport, the Terminal or the Concession Area, Landlord, at its sole and absolute discretion, may include any additional area in the respective definitions of Airport, Terminal and/or Concession Area for purposes of this Sublease.

Section 1.02 COMMENCEMENT AND ENDING DATE OF TERM. The term of this Sublease ("**Term**") shall commence as of the date reflected on the first page hereof ("**Commencement Date**"). Tenant's obligation to pay Guaranteed Rent, Percentage Rent and Additional Rent (collectively, "**Rentals**") shall commence upon the date ("**Rental Commencement Date**") which is the earlier to occur of (a) the date on which Tenant initially opens for business to the public, or (b) the Latest Rental Commencement Date specified in the Data Sheet. If Tenant opens for business to the public in one (1) or more but less than all three (3) spaces prior to the Latest Rental Commencement Date and such failure to open in all three (3) spaces is not due to any fault on the part of Tenant, then Tenant shall pay during such period Percentage Rent equal to the product of the Applicable Percentage Rent Rates times the amount of Tenant's Gross Receipts as specified in the Data Sheet in lieu of Guaranteed Rent and Percentage Rent only as well as all other items of Additional Rent until all three (3) spaces are open and only so long as Tenant diligently and continuously pursues the opening for business of the remaining leased spaces. Any occupancy of the Premises by Tenant following the Commencement Date and prior to the Rental Commencement Date shall be subject to all terms and conditions hereof other than the payment of Rentals. The Term hereof shall end on the Expiration Date set forth in the Data Sheet, unless sooner terminated in accordance with this Sublease or if the Consent Agreement is terminated or otherwise revoked as provided therein. Tenant hereby waives any and all rights to recover or regain possession of the Premises and all rights of redemption, granted by or under any present or future law in the event it is evicted or dispossessed for any lawful cause, or in the event either Landlord or American obtains possession of the Premises in any lawful manner. Such termination of the Sublease, as provided herein, and the removal, restoration and surrender obligations of Tenant, shall in no event give rise to any claims for incidental, consequential or severance damages on account of Tenant's occupancy and/or abandonment of the Premises. The first "**Lease Year**" shall be the period commencing on the Rental Commencement Date and ending on the next December 31, and thereafter each "**Lease Year**" shall mean a fiscal year of twelve (12) consecutive calendar months ending on December 31.

Section 1.03 LATE OPENING. Landlord and Tenant agree that Tenant's failure to open the Premises on the Latest Rental Commencement Date will result in damages which are difficult to ascertain in light of operational, scheduling and public service factors. Therefore, subject to "Force Majeure" (as defined in Section 27.04) if Tenant fails to open for business in the Premises by the Latest Rental Commencement Date and such failure shall be due to any fault of Tenant and not due to delays as specified in Section 5.01(c) or any act or omission of Landlord or American, Landlord may assess and Tenant shall pay as liquidated damages and not as a penalty, Five Hundred Dollars ($500.00) per day for each day Tenant is not open for business after and including the Latest Rental Commencement Date. If such failure shall continue for in excess of sixty (60) days, the amount of such liquidated damages may be increased up to a maximum of One Thousand Dollars ($1,000.00) per day. This remedy shall be in addition to any and all other remedies provided in this Sublease or by law to Landlord in the event of default by Tenant. Such liquidated damages shall be deemed to be in lieu of Percentage Rent only that might have been earned during the period of Tenant's failure to open.

Section 1.04 CONSENT. Tenant acknowledges that under the Concession Area Lease and the Authority Lease, American and the Authority may have the right to consent to or approve matters which are described herein as being subject to the consent or approval of Landlord. Tenant agrees that Landlord, its agents and employees, shall be deemed to have acted reasonably if they act, fail to act, withhold or delay any consent or approval hereunder and such consent or approval is being withheld or delayed by or at the direction of either American or the Authority, whether or not American or the Authority is acting reasonably in making or refusing to make such determination. Landlord, its agents and employees, shall not have any liability to Tenant for any reason whatsoever in failing to obtain any such consent or approval.

Section 1.05 DISCLAIMER. **TENANT ACKNOWLEDGES THAT NEITHER LANDLORD, AMERICAN, THE AUTHORITY NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, REPRESENTATIVES OR BROKERS HAVE MADE ANY REPRESENTATION OR WARRANTY OF SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY OF ANY KIND RESPECTING USE, OCCUPANCY OR OPERATION WITHIN THE TERMINAL AND/OR THE AIRPORT BY ANY AIRLINES, PERSONS OR ENTITIES INCLUDING, WITHOUT LIMITATION, ANY FORECASTED, ANTICIPATED OR ESTIMATED PASSENGER VOLUME (WHETHER ENPLANEMENTS OR DEPLANEMENTS) IN THE TERMINAL AND/OR THE AIRPORT OR SALES EXPECTED TO BE GENERATED AT OR FROM THE PREMISES. TENANT IRREVOCABLY WAIVES ANY CLAIM BASED UPON OR RELATED TO ANY SUCH CLAIMED REPRESENTATION BY LANDLORD, AMERICAN OR THE AUTHORITY. NO REPRESENTATIONS OR WARRANTIES AS TO THE ECONOMIC VIABILITY OF THE PREMISES OR THE AMOUNT OF PASSENGERS TO BE ENPLANED IN THE TERMINAL HAVE BEEN MADE. NO PROMISES TO ALTER, REMODEL OR IMPROVE, THE PREMISES, CONCESSION AREA OR THE TERMINAL HAVE BEEN MADE BY LANDLORD OR AMERICAN EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE CONCESSION AREA LEASE. PASSENGER COUNTS, PASSENGER FLOWS AND OTHER CUSTOMER TRAFFIC ARE IN THE MOST PART PRODUCTS OF AIRLINE SCHEDULES AND GATE UTILIZATION AND GOVERNMENTAL RULES AND REGULATIONS GOVERNING SECURITY AND EMERGENCY SITUATIONS AND MAY RESTRICT ACCESS TO THE TERMINAL. TENANT MAY NOT RELY ON ANY IMPLIED REPRESENTATIONS OR WARRANTIES (THE EXISTENCE OF WHICH ARE HEREBY DISCLAIMED), OR THE ACCURACY OF PROJECTIONS OR PROSPECTIVE INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE. TENANT REPRESENTS THAT TENANT HAS CONDUCTED AN INDEPENDENT AND EXPERT INVESTIGATION AND EVALUATION OF THE TERMINAL, THE PREMISES AND ALL INFORMATION PROVIDED IN CONNECTION WITH THE EXECUTION OF THIS SUBLEASE.**

ARTICLE II. RENTALS

Section 2.01 MINIMUM ANNUAL GUARANTEED RENT. Tenant shall pay to Landlord the Minimum Annual Guaranteed Rent ("**Guaranteed Rent**") set forth in the Data Sheet in equal consecutive monthly installments in advance on or before the first day of each month, without prior demand or notice. Guaranteed Rent, Percentage Rent and Additional Rent shall be paid to Landlord in U.S. currency at the address set forth in the Data Sheet, or such other place as Landlord may designate in writing, without any deductions or offsets whatsoever. Should the Rental Commencement Date occur on a day other than the first day of a calendar month or this Sublease expire or terminate on a day other than the last day of a calendar month, then Guaranteed Rent shall be prorated on the basis of a thirty (30) day month. Should any Lease Year contain less than twelve (12) calendar months, said Guaranteed Rent shall be prorated on the basis of a three hundred sixty-five (365) day year. Effective each January 1 (commencing January 1, 2008) following the Rental Commencement Date, Guaranteed Rent shall increase or decrease by an amount equal to the then current Lease Year's Guaranteed Rent times the "**Percentage Change in Enplaned Passengers**". The "**Percentage Change in Enplaned Passengers**" shall mean an amount equal to the percentage change, whether an increase or a decrease, between the Terminal's reported "**Enplaned Passengers**" between two (2) consecutive calendar years for each Lease Year of the Term. For example, the initial calendar year for such measurement shall be the "**Enplaned Passengers**" in the Terminal during the 2006 calendar year and shall be compared to the "**Enplaned Passengers**" in the Terminal during the 2007 calendar year. Thereafter, calendar year periods used for the measurement comparison shall each roll forward by one (1) calendar year for subsequent determinations of the Percentage Change in Enplaned Passengers (e.g., the second comparison shall be the 2007 calendar year compared to the 2008 calendar year). Further, if there are less than four million five hundred thousand (4,500,000) "**Enplaned Passengers**" at the Terminal during any Lease Year during the Term of this Sublease ("**Minimum Enplaned Passengers**"), the American's Allocated Share of the Guaranteed Rent for the immediately succeeding Lease Year shall be reduced by Fifteen Thousand Dollars ($15,000.00) for each one hundred thousand (100,000) "**Enplaned Passengers**" less than the "**Minimum Enplaned Passengers**". The total reduction in American's Allocated Share of the Guaranteed Rent shall be determined by multiplying Fifteen Thousand Dollars ($15,000.00) by a fraction, the numerator of which shall be the total number of "**Enplaned Passengers**" at the Terminal less than "**Minimum Enplaned Passengers**" for the Lease Year and the denominator of which shall be one hundred thousand (100,000). Should any Lease Year contain less than twelve (12) full calendar months, the number of "**Enplaned Passengers** shall be prorated on the basis of a three hundred sixty-five (365) day year. For all purposes of this Sublease, the term "**Enplaned Passengers**" means any passenger determined by American to have boarded an aircraft at the Terminal, including passengers who may disembark and re-board the same aircraft as part of the same flight itinerary, but excluding flight crew and passengers, such as international in-transit passengers, from international flights who are restricted from access to the Concession Area.

Section 2.02 PERCENTAGE RENT. (a) Tenant shall also pay for each month of the Term ("**Lease Month**"), Percentage Rent equal to the amount by which the product of the Applicable Percentage Rent Rates times the amount of Tenant's Gross Receipts during such Lease Month exceeds the monthly installment amount of Guaranteed Rent required to be paid by Tenant to Landlord, such payment to be made only if Percentage Rent exceeds the monthly installment of Guaranteed Rent required to be paid by Tenant to Landlord. Tenant shall pay Percentage Rent to Landlord monthly without prior notice or demand within fifteen (15) days after the expiration of each Lease Month. All Percentage Rent payments shall be computed based on all Gross Receipts made during the previous Lease Month in accordance with the Applicable Percentage Rent Rates as specified in the Data Sheet, such payment to be made if Percentage Rent exceeds the monthly installment amount of Guaranteed Rent paid by Landlord to Tenant.

(b) If, at the end of any Lease Year, the monthly installments of Percentage Rent are less than the annual

Percentage Rent required to be paid, Tenant shall pay the amount of such deficiency on or before the time Tenant provides its Annual Statement together with "**Late Interest**" (as defined in Section 27.13) from the date any such amounts were originally due. If, at the end of any Lease Year, the monthly installments of Percentage Rent paid exceeds the annual Percentage Rent required to be paid, Tenant shall receive a credit equivalent to such excess, which shall be credited by Landlord to the next monthly payment(s) of Rentals due from Tenant to Landlord hereunder. If at the end of the final Lease Year the total monthly installments of Percentage Rent paid exceeds the annual Percentage Rent required to be paid for such final Lease Year, such excess shall be refunded to Tenant within forty-five (45) days after Tenant has vacated the Premises at the conclusion of this Sublease, so long as the Premises are in the condition required by this Sublease, all of Tenant's obligations and liabilities have been performed and any other sums due Landlord from Tenant under this Sublease have been paid in full or Landlord shall be entitled to deduct such remaining sums due from any such excess. Percentage Rent is agreed to be a portion of the consideration for Landlord to enter into this Sublease and Landlord expects to supplement Guaranteed Rent and Additional Rent to provide a fair rental return. Except as otherwise specifically permitted by this Sublease, if Tenant fails to continuously operate its business or keep the required hours of operation or vacates the Premises prior to the expiration of the Term hereof, Landlord, American and the Authority will suffer damages not readily ascertainable. Landlord shall have the right to treat any of such events as a non-curable, material default and breach by Tenant and Landlord shall be entitled to all remedies provided hereunder or at law.

(c) The term "**Gross Receipts**" means and includes all monies paid or payable to Tenant, whether for cash, credit or otherwise, for sales made or services rendered at or from the Terminal or the Airport regardless of when or where the order therefor is received and outside the Terminal or Airport if the order is received at the Terminal or the Airport, retail display allowances and 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 Tenant's operations at the Terminal or the Airport, including, without limitation, proceeds from: the sale of gift and merchandise certificates (but only when such certificates are treated as a sale from the Premises pursuant to Tenant'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 Premises (although such orders may be filled elsewhere); sales through vending machines or other devices; the spread earned on any exchange or 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 Tenant's business interruption insurance coverage. Catalogue sales generated from catalogues distributed from the Premises will be included in the calculation of Gross Receipts. For this purpose, catalogues displayed in the Premises must include a tracking number unique to the Premises 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: (1) 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 actually paid by Tenant to any duly constituted governmental/taxing authority; (2) the exchange of merchandise between the stores or warehouses owned by or affiliated with Tenant, if any, where such exchanges of goods or merchandise are made solely for the convenient operation of the business of Tenant and not for the purpose of consummating a sale which has theretofore been made at, in, from or upon the Premises or for the purpose of depriving Landlord, American or the Authority of the benefit of the sale which otherwise would be made at, in, from or upon the Premises; (3) 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 Tenant; (4) 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 Tenant's business; (5) any receipts of Tenant which arise from its operations at the Airport under any other agreement with Landlord, American or the Authority and are subject to a percentage fee or percentage rent under that agreement; (6) shipping, delivery and gift wrapping charges provided at Tenant's actual cost by Tenant and documented separately by Tenant and such charges are merely an accommodation to customers; (7) 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 Tenant's vendors, suppliers or manufacturers; (8) income actually received by Tenant from manufacturers of goods (e.g., cosmetics, perfume) displayed for sale at the Premises if the conditions set forth below are fully and strictly satisfied with respect to such income; (9) customary discounts given by Tenant 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 Lease Month; (10) mandatory discounts of not less than ten percent (10%), if separately stated, which must be given by Tenant on sales of merchandise or services (excluding alcoholic beverages) to all individuals employed at the Airport, all American employees and to all Terminal airline employees; (11) gratuities for services performed by employees of Tenant which are paid by Tenant or its customers to such employees, except to the extent Tenant may be entitled to receive a portion of such gratuities; (12) the sale or transfer in bulk of the inventory of Tenant to a purchaser of all or substantially all of the assets of Tenant in a transaction not in the ordinary course of Tenant's business; (13) except with respect to insurance proceeds received due to loss of gross earnings under Tenant's business interruption insurance coverage as provided above and/or insurance proceeds that may be payable to Landlord, American or the Authority under such coverage, receipts from all other insurance proceeds received as a result of a loss or casualty; and/or (14) the value of free meals (food and beverages) provided to Tenant's employees at the Premises as incident to their employment. The conditions with respect to Section 2.02(c)(8) above are as follows: (i) the manufacturer specifically identifies the time period to which the income relates, (ii) reimbursement from the manufacturer to Tenant occurs in connection with employees (1) who are on Tenant's payroll for the operations permitted under the Consent Agreement and (2) who are on such payroll during the time period to which the reimbursement relates, (iii) the manufacturer and Tenant 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 Section 2.02(c)(8), and (iv) Tenant provides to Landlord written documents and records substantiating the matters listed in sub-clauses (i) through (iii). Without limiting the generality of the foregoing, any and all income described in Section 2.02(c)(8) that would otherwise qualify as being excludable from Gross Receipts for purposes of this Sublease 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 Tenant and with respect to each calendar year.

Section 2.03 **STORAGE PREMISES AND RENT.** If and to the extent that Storage Premises exist and/or are available, commencing on the date of actual delivery of Storage Premises to Tenant, all of the terms, provisions and conditions of Tenant's use and occupancy of the Premises set forth herein shall apply fully to Tenant's use and occupancy of the Storage Premises and for all purposes of this Sublease, the Premises shall be deemed to include the Storage Premises. Tenant shall build out such Storage Premises at its sole cost and expense, or, if Landlord may build out such Storage Premises to Landlord's specifications in which case, Tenant shall reimburse Landlord for the reasonable and actual costs incurred to build-out the Storage Premises. Landlord has the right at any time, in its reasonable discretion, to designate comparable alternative Storage Premises. In the event of the relocation of Storage Premises, Tenant shall be solely responsible for all moving and other related costs thereto. Tenant shall pay to Landlord as rent for the Storage Premises ("**Storage Premises Rent**") in accordance with the terms of the separate Storage Premises Sublease. Storage Premises Rent shall be payable in equal consecutive monthly installments in advance on or before the

first (1st) day each month, without prior demand or notice. If delivery of the Storage Premises occurs on a date other than the first (1st) day of a month, the Storage Premises Rent shall be prorated on a daily basis for any such partial month.

Section 2.04 **TAXES.** (a) From and after the Rental Commencement Date, Tenant shall pay to Landlord, as Additional Rent, its proportionate share of the Taxes payable by Landlord under the Concession Area Lease. **"Taxes"** means, collectively, any tax, fee, excise, levy, lien, duty, impost or similar charge assessed or imposed, including, without limitation, payments under any taxing agreement between the Authority and/or American, and the City of New York, providing for taxes to be paid to the City of New York, and any interest, penalties and additions to a tax, by a governmental authority on, against or in connection with the lease, use, possession, equipping, operation or maintenance of the Concession Area, and any amounts paid or deemed paid in connection with the purchase, lease or use of goods and/or services at or for the Concession Area, including amounts paid or attributable to utilities generated, provided or consumed by or through Tenant, other tenants of the Concession Area, Landlord, American or the Authority for the benefit of the Concession Area. Taxes exclude payments in lieu of taxes and federal or state taxes based on or determined by net income, net worth or Landlord's or American's ongoing qualification to do business in general as a corporation (e.g., state franchise taxes). Should the State of New York or City of New York or any political subdivision thereof or any governmental, taxing or assessing authority, impose a tax of any kind or nature, regular or special, direct or indirect, upon, against or with respect to the Rentals or other amounts payable to Landlord by Tenant, or a franchise tax assessment, levy or charge measured by or based, in whole or in part, upon such Rentals or any other amounts payable hereunder, then all such taxes, assessments, levies or charges, or the part thereof so measured or based, shall be paid by Tenant and shall be deemed to be included within the term Taxes. The Taxes in respect of the year in which the Rental Commencement Date occurs and for the year in which the Term hereof ends shall be prorated on a daily basis.

(b) Tenant's proportionate share of Taxes shall be determined as follows: (1) if the Premises is the subject of a separate tax lot or lots created by the City of New York, Tenant shall pay Taxes that may become due and payable with respect to the Premises as so reflected on the tax statement during the Term directly to the City of New York, or Landlord, as directed by Landlord, and shall deliver to Landlord, not later than ten (10) days before the date any such Taxes become delinquent, official receipts of the appropriate taxing authority or other evidence satisfactory to Landlord evidencing payment thereof; or (2) if the Premises is not a separate tax lot or lots, the amount of Tenant's proportionate share thereof shall be reasonably calculated by Landlord based upon the type of Tax charged and how it is allocated to all or a portion of the Concession Area. Tenant's proportionate share thereof shall be determined by a formula, the numerator of which is the Floor Area of the Premises and the denominator of which is the total Floor Area of all leased and occupied concession facilities located in the Concession Area; provided, however, any Floor Area in the Concession Area which is excluded from the foregoing calculation shall not exceed twenty percent (20%) of the gross leaseable Floor Area of all concession facilities in the Concession Area. Such proportionate share shall be paid to Landlord in advance, in monthly installments on or before the first (1st) day of each calendar month, either: (i) in an amount estimated by Landlord and billed to Tenant, but Landlord shall have the right to initially determine monthly estimates and to revise estimates from time to time, or (ii) within twenty (20) days of Tenant's receipt of a bill from Landlord for the payment of such Taxes, if any of such Taxes are not so estimated in advance. Tenant agrees to make payment within twenty (20) days after receipt of a bill from Landlord even if a statement showing the Taxes payable by Landlord is not provided by Landlord at the time of billing. Upon receipt of the abovementioned statement pertaining to Taxes payable by Landlord under the Concession Area Lease, Landlord shall furnish Tenant with a written statement of the actual amount of Tenant's proportionate share of Taxes for such tax fiscal year together with a copy of such statement. If the total amount paid by Tenant for any such period following the Rental Commencement Date shall be less than the actual amount due from Tenant for such period, as shown on the statement, Tenant shall pay to Landlord

the difference between the amount previously paid by Tenant and the actual amount due within ten (10) days after Tenant's receipt of such statement. If the total amount paid by Tenant hereunder for any such period shall exceed the actual amount due from Tenant for such period, such excess shall be credited against the next payment for Taxes due from Tenant to Landlord hereunder. If at the end of the final Lease Year the total amount paid by Tenant for such final Lease Year shall exceed the actual amount due from Tenant for such period, such excess shall be refunded to Tenant within forty-five (45) days after Tenant has vacated the Premises in the condition required by this Sublease at the conclusion of this Sublease and all Rentals due Landlord from Tenant under this Sublease have been paid in full or Landlord may deduct such excess, if any, from any outstanding and unpaid Rentals remaining to be paid by Tenant to Landlord.

(c) Landlord reserves the right to contest Taxes; and Tenant shall pay to Landlord that portion of all reasonable external costs and expenses incurred by Landlord in connection with such contests (including attorneys' fees, accountants, consultants and appraiser expenses, and reasonable administrative expenses) based on a formula, the numerator of which is the square footage of Floor Area in the Premises, and the denominator of which is the total square footage of Floor Area in the Concession Area. Notwithstanding any such contest, related negotiation or appeal, Tenant shall timely pay its proportionate share of Taxes. If Taxes shall be increased, Tenant's proportionate share of Taxes shall be computed on the amount of Taxes finally determined to be payable by Landlord including any of the reasonable external costs incurred therein. If Landlord's obligation to pay Taxes shall be decreased, Landlord's statement following such decrease shall include an appropriate adjustment for any prior fiscal tax years affected by such decrease reflecting the amount of such decrease; and Tenant's proportionate share of any such adjustment, less Tenant's proportionate share of the reasonable external costs incurred shall be treated as a credit against future Taxes payable by Tenant following the decrease or, if during the final Lease Year of the Term, refunded to Tenant as provided in Section 2.04 (b) above. If Taxes are separately-assessed against Tenant, Tenant may contest, in good faith for its own account and at Tenant's sole cost and expense, the validity or amount of any such separately assessed Tax, provided **Tenant shall indemnify Landlord against any resulting loss, cost or expense, and shall provide security reasonably satisfactory to Landlord with respect to Tenant's performance of such indemnification.** Under no circumstances shall Tenant permit any type of lien or encumbrance on the Premises or on the Terminal by reason of the failure to pay any Taxes or Tenant Taxes (as defined in Section 22.01).

(d) If Tenant should fail to pay any Taxes required to be paid by Tenant hereunder, in addition to any other remedies provided herein, Landlord may, if it so elects, pay such Taxes either with its own funds or by a draw-down of such amounts upon the Performance Guaranty. Any sums so paid by Landlord shall be due and payable by Tenant on demand, together with Late Interest thereon from the date paid by Landlord to the date of repayment by Tenant. **Tenant hereby agrees to indemnify, defend and hold Landlord, American, the Authority and the City of New York harmless from any and all Taxes required to be paid by Tenant and costs, damages, expenses and liabilities (including, without limitation, reasonable attorneys' fees) in connection with any such Taxes required to be paid by Tenant and proceedings described in this Section 2.04.** Tenant shall be liable for all Taxes levied or assessed directly against Tenant, including Taxes assessed on or in respect of "**Fixed Improvements**" and any "**Refurbishments**" (as both terms are defined in Section 5.01), or other fixtures, inventory or personal property of Tenant in the Concession Area. If any such Taxes are levied or assessed against Landlord, American or their property and Landlord pays the same or the assessed value of Landlord's or American's property is increased by inclusion of such personal property and fixtures, then, at Landlord's discretion, Tenant shall advance the corresponding Taxes to Landlord, or reimburse them upon demand if paid by Landlord.

Section 2.05 **MISCELLANEOUS CHARGES.** (a) Employee Parking. The Authority retains the right to institute a charge to Tenant for the privilege of using such employee designated parking facilities for Tenant's employees. Such charges shall be paid directly to the Authority and shall be promptly paid at such intervals as

shall be demanded in accordance with parking rates established by the Authority as adjusted from time to time. (b) Identification Security Badges. All persons employed at the Terminal are required to obtain background checks, security clearances and identification security badges from American or the Authority; and American or the Authority has the right to institute a reasonable charge for processing, issuance, reviews and renewals. Such charges shall be paid directly to the issuing party and shall be promptly paid at such intervals as shall be demanded. All security badges must be properly accounted for by Tenant and promptly returned in accordance with American's, the Authority's and all other applicable rules, policies and regulations. (c) Screening. As may be required by local, state or federal law, including, but not limited to, the Federal Aviation Administration's ("**FAA**"), the Transportation Security Administration's ("**TSA**"), American's, the Authority's or any other applicable rules and regulations now in effect or hereinafter enacted, costs incurred for the screening of Tenant's goods, products, equipment and supplies shall be paid by Tenant directly to Landlord or, if not billed directly, included within the Logistical Support and Public Area Maintenance Fee. (d) Subsequent Regulations. If in the future, American, the Authority or any agency with jurisdiction over the Airport requires Landlord to implement additional procedures related to airport facilities and/or the screening or badging of Tenant's employees, contractors, goods, products, equipment or supplies, Tenant agrees to pay the actual costs incurred by Landlord in the manner provided above. Each of the foregoing shall be collectively referred to as "**Miscellaneous Charges**".

Section 2.06 **ADDITIONAL RENT.** In addition to Guaranteed Rent and Percentage Rent hereunder, Tenant shall pay, as "**Additional Rent**", in a manner and at the place provided herein, all sums of money required to be paid by Tenant hereunder, including but not limited to: Miscellaneous Charges, Storage Premises Rent, if any, Taxes, Utilities for concessions which offer food and beverages, the Logistical Support and Public Area Maintenance Fees, and contributions to the Joint Marketing Fund. If such amounts or charges are not paid at the time and in the manner as provided herein, they shall nevertheless be collectible as Additional Rent with the next installment of Guaranteed Rent thereafter falling due, but nothing herein shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder or to limit any other remedy of Landlord. All Rentals payable in a given month shall be deemed to comprise a single rental obligation of Tenant.

Section 2.07 **LATE PAYMENT CHARGE.** If any Rentals required to be paid to Landlord hereunder are not made when such Rentals are due, including as a result of any audit findings, Tenant shall pay interest on any such overdue amounts, compounded monthly at the rate specified in Section 27.13 commencing on the due date; provided, however, any such late charges shall be waived in the event any such late payments are in fact received by Landlord within seven (7) days following the due date. If Landlord accepts such late payment charge or Tenant pays the late payment charge but fails to pay contemporaneously therewith all unpaid amounts of Rentals due, Landlord's acceptance of this late payment charge shall not constitute a waiver of Tenant's default nor prevent Landlord from exercising all other rights and remedies available to Landlord hereunder or at law. If Tenant is late more than twice during any Lease Year, Landlord will no longer waive any such applicable late charges for the remainder of that Lease Year.

Section 2.08 **APPLICATION OF PAYMENTS; ACCORD AND SATISFACTION.** Landlord may, at its sole discretion, apply any payments received from Tenant to any Rentals that are then due and payable. If Landlord shall not make any specific application of a payment received from Tenant, then any such payment received shall be applied first to the Rentals which have been overdue for the longest period of time. No designation of any payment by Tenant for application to a specific portion of Tenant's financial obligations hereunder shall be binding unless otherwise required under the laws of the State of New York nor shall it be deemed an accord and satisfaction of any debt or obligation of Tenant hereunder. Tenant covenants to pay all Rentals independent of any obligation of Landlord. No breach of this Sublease by Landlord shall relieve Tenant of its obligation and duty to pay all Rentals when due under the terms hereof. Except as otherwise specifically provided in this Sublease, all Rentals shall be paid by Tenant to Landlord without set-off,

deduction, demand or abatement. Tenant's obligations to pay Rentals shall be absolute and unconditional and shall not be subject to any right of recoupment or set-off and Tenant shall make all payments in full without deduction, setoff or counter-claims of any form or nature. Landlord reserves the right to accept any check or payment without prejudicing in any way Landlord's right to recover the balance of any and all Rentals due from Tenant after receipt of any such check or payment or to pursue any other remedy provided herein or by law. At any time that Tenant shall have delivered checks to Landlord for payments pursuant hereto which shall have on at least two (2) occasions during any Lease Year been returned by Landlord's bank for any reason, Landlord shall not be obligated to accept any payment from Tenant for the remainder of that Lease Year unless such payment is made by cashier's check or in bank certified funds.

ARTICLE III. RECORDS AND REPORTS

Section 3.01 **TENANT'S RECORDS.** Tenant shall maintain in English and in accordance with accepted accounting practices consistently applied ("**AAP**"), full and complete records and books of account recording all transactions at, through or in any way connected with Tenant's operations at the Premises or elsewhere at the Terminal or the Airport and outside of the Airport if the order therefor is received at the Premises, and shall require and cause all of Tenant's Affiliates (as defined below) performing similar services within the Port of New York District (as defined in the Authority Lease) and its subtenants, concessionaires, licensees and/or assignees to prepare and keep books, source documents, records and accounts sufficient to substantiate those kept by Tenant (collectively, "**Records**"). For all purposes of this Sublease, "**Affiliate**" or "**Affiliates**" means, with respect to any Person, any other Person, directly or indirectly, through one (1) or more intermediaries, who or which Controls, is Controlled By or is Under Common Control With such Person; "**Person**" means and includes an individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department, authority or agency thereof; and "**Control**" means the direct or indirect possession 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); and the terms "**Controls**", "**Controlled By**" and "**Under Common Control With**" shall have the meanings correlative to the foregoing. The Records shall include, without limitation, true copies of all federal, state and local sales and use tax returns and reports, daily bank deposits and daily receipts from all sales (including those from catalogue, mail or telephone orders), duplicate bank deposit slips, invoices, journals, ledgers and other pertinent original sales records, and records of any other transactions conducted in or from the Premises by Tenant. The Records shall also include, without limitation, all corporate records and books of account which the Landlord, in its sole discretion, believes may be relevant for identification, determination or calculation of all fees, rentals and other amounts paid or payable to American and the Authority, all agreements, and all source documents. The Records shall be preserved and retained by Tenant within the Port of New York District and if not kept by Tenant within the Port of New York District, the Records shall be preserved and retained at Tenant's principal business office located in the United States during the Term and for one (1) year after the expiration or earlier termination hereof, and for any further period extending until receipt of written permission from the Authority to do otherwise; provided, however, those Records pertaining to Gross Receipts shall be maintained for a period of five (5) years from the date of each sale, or, in the event of a claim by Landlord, American or the Authority, until such claim for payments hereunder shall have been resolved, fixed and paid. If such records are not kept by Tenant within the Port of New York District, Tenant shall make all of such records available within the Port of New York District within fifteen (15) days of a request therefor. All Records shall at all reasonable times, during Tenant's normal business hours after fifteen (15) days prior written notice, be open to the inspection of, and may be copied or extracted from, in whole or in part, by Landlord, American, the Authority or their respective representatives for the period hereinabove required. If the Records are not audited within such retention period, the Records shall be deemed adequate and closed; provided, however, in the case of fraud and/or willful errors, such retention period limitation shall

not apply; and, provided, further, records relating to any litigation or settlement of claims arising under or relating to this Sublease shall be made available for inspection during the retention period after such litigation or claims have been completed and all time limits for appeals have expired.

Section 3.02 **POINT OF SALE TERMINALS.** Tenant shall install in the Premises, at its sole cost and expense, non-resettable cash register(s) and other point of sale terminals (each, a "**Point-of-Sale Terminal**") for recording orders taken, or services rendered, as may be appropriate to Tenant's business and necessary or desirable to keep accurate records of Gross Receipts and to register therein every transaction made in, on, about or from the Premises, including every type of Gross Receipts. Each such Point-of-Sale Terminal shall provide an historical record of all transactions which occur at the Premises for accounting, terminal-wide merchandising and auditing purposes. Landlord, American and the Authority shall have the right to inspect any Point-of-Sale Terminal or audit Tenant at any time. In order to provide an accurate record and to provide a high level of service to customers, all Point-of-Sale Terminals or cash registers used shall have, as a minimum, the following features: (a) not less than sixty (60) segregated category addresses (if applicable for the types of products or services that may be offered by Tenant); (b) the input devices may either be a key, scanner or both; (c) the patron fee display shall be of sufficient size and legibility to be readily observed by the patron during the processing of a transaction; and (d) the register of each Point-of-Sale Terminal shall: (1) record transactions by sequential control number to the audit tape or computer files; (2) be capable of printing a transaction history to tape or file by hour (time of day), day, month and year; (3) print a customer receipt showing the amount due, amount tendered, and the amount due to the customer together with the time and date of the transaction; and (4) the register or data collection device shall have a secure transaction audit tape or an ASCII transaction file on an IBM compatible data disk. The tape of each Point-of-Sale Terminal shall be accessible to, and subject to inspection by, Landlord, American and the Authority. Each Point-of-Sale Terminal shall accept at least two (2) major credit cards and, wherever commercially reasonable, provide a so-called "swipe and go" credit card service to its customers. Upon request, Tenant shall make available to Landlord weekly sales data ("**Point of Sale Data**") reflecting the amount of each sales transaction, the number of transactions, items sold per transaction, time and date of each transaction, and specifying the sales category applicable to each item sold.

Section 3.03 **REPORTS BY TENANT.** Tenant shall furnish to Landlord as soon as practicable after the end of each Lease Month, but in no event later than fifteen (15) days after the expiration of each Lease Month, a complete statement (substantially in the form of **Exhibit C**), certified by a authorized officer or equivalent representative of Tenant, of the amount of Gross Receipts during such period and the amount of Percentage Rent paid ("**Monthly Statement**"). Tenant shall furnish to Landlord, within sixty (60) days after the expiration of each Lease Year, a complete statement (substantially in the form of **Exhibit C**), prepared and certified by an authorized officer of Tenant and certified by an independent certified public accountant (who shall be subject to Landlord's reasonable approval), showing in reasonable detail for the preceding Lease Year the amount of Gross Receipts and the payments of Guaranteed Rent, Percentage Rent and Additional Rent ("**Annual Statement**"). Tenant shall certify in its Monthly Statements and Annual Statements that (1) such statements have been prepared in accordance with the terms of this Sublease, (2) that all revenues which are required to be included in Gross Receipts under the terms of this Sublease and in accordance with AAP have been so included, (3) that all payments of Guaranteed Rent, Percentage Rent and Additional Rent have been made in accordance with the terms of this Sublease, and (4) all of the foregoing statements are true, accurate and complete in all material aspects. The certification and opinion of the independent certified public accountant shall state that total Gross Receipts, Guaranteed Rent, Percentage Rent and Additional Rent were calculated and reflected by Tenant in its Annual Statement in accordance with the terms of this Sublease and that the Annual Statement was prepared in accordance with AAP. Landlord may make reasonable changes to the form of the Monthly Statement or Annual Statement from time to time upon thirty (30) days prior notice to Tenant. Monthly Statements and Annual Statements shall be accompanied with supporting documentation as

additional Percentage Rent due for the period audited together with Late Interest from the date such amounts were originally due. Further, if such understatement was in excess of two percent (2%) of actual Gross Receipts as disclosed by such audit, Tenant shall immediately pay to Landlord the reasonable and actual cost of such audit upon Tenant's receipt of an invoice therefor, plus Late Interest; and, if such understatement was in excess of ten percent (10%) of Gross Receipts as disclosed by such audit due to Tenant's intentional, willful or fraudulent act or omission, Landlord may declare this Sublease terminated and the Term ended, in which event this Sublease shall cease and terminate on the date specified in such notice with the same force and effect as though the date set forth in such notice were the date set forth in this Sublease for expiration of the Term, and Tenant shall vacate and surrender the Premises on or before such date in the condition required by this Sublease for surrender upon the expiration of the Term. If upon examination or audit the auditor or accountant reasonably determines that sufficient documentation is not maintained, retained, recorded, or available in accordance with AAP to verify Gross Receipts, Tenant shall pay for the reasonable and actual cost of such audit; and, in addition, should the party who requested the audit deem it necessary, Tenant shall reconstruct, at its sole cost and expense, all records for the determination of Gross Receipts for any period being audited. Should such records not be made available at the designated location within the Port of New York District within such ten (10) day period, Tenant shall reimburse Landlord, American and/or the Authority for reasonable travel, lodging and meal expenses to examine the same at Tenant's office.

ARTICLE V. CONSTRUCTION OF PREMISES

Section 5.01 CONSTRUCTION OF PREMISES. (a) All improvements to the Premises shall be made as set forth in **Exhibit D**, the Tenant Construction Review Manual (as defined herein), the Design Guidelines (as defined herein) and otherwise in compliance with the Tenant Construction and Alteration Application Authority Form 531, as the same may be amended or modified, from time to time ("**Alteration Application**"), the Authority Requirements and any other reasonable requirements of Landlord and American. Tenant shall install the Fixed Improvements (as herein defined) and Operating Equipment (as herein defined) on or before the Latest Rental Commencement Date so that the Premises will provide attractive, well-designed facilities that promote the display and sale of merchandise, products and/or services and present a positive image to the public. Each of the parties hereto shall perform the obligations imposed upon such party in **Exhibit D** at the times and in the manner provided. It is understood and agreed by Tenant that any non-material changes from any plans and specifications covering American's Work (if any), as described in **Exhibit D**, shall not affect or invalidate this Sublease. The term "**Fixed Improvements**" shall mean the permanent improvements, structures and fixtures (other than the work ("**Base Building Work**") American is obligated to perform under the Authority Lease and the Concession Area Lease to deliver the Premises in "shell" condition as set forth in **Exhibit D**) initially installed by Tenant in the Premises to prepare the Premises for issuance of an occupancy permit and otherwise to complete the Premises for the operations of Tenant and any Refurbishments which may be made subsequently to the Premises in accordance with this Sublease. "**Refurbishments**" shall mean the repair, replacement or upgrade of Fixed Improvements as required and approved under Section 5.03(b). Fixed Improvements may include, but are not limited to, finish-out work on floors, ceilings, demising walls and store facades, storefront signage, the panel box for and hook-ups to utility wires and conduits infrastructure, decorations, shelves, counters, lighting and interior design and construction work necessary in general to accommodate the operation of a Tenant. The Fixed Improvements shall be satisfactory to Landlord and American in all respects and shall be installed in a timely manner in accordance with this Article V. The term **"Operating Equipment"** means any trade furniture, trade furnishings, trade equipment, signs, trade appliances and trade fixtures that are fabricated, furnished, installed and used by Tenant in the Premises. The term "**Tenant Construction Review Manual**" means the Tenant Construction Review Manual, Port Authority Design Guidelines and other construction manuals promulgated by the Authority, as may be amended or modified from time to time. The term "**Design Guidelines**" means Landlord's Tenant Design Handbook and American's Design

may be required by Landlord. If Tenant fails to furnish to Landlord any Monthly Statement or Annual Statement within the time required by this Section 3.03, then Tenant shall pay within ten (10) days of written demand therefor by Landlord as Additional Rent and as liquidated damages and not as a penalty, the amount of One Hundred Dollars ($100.00) per statement per day until such statement is properly delivered to Landlord for the first (1st) such failure to furnish a statement, Two Hundred Fifty ($250.00) per statement per day until such statement is delivered to Landlord for the second (2nd) such failure to furnish a statement, and Five Hundred Dollars ($500.00) per statement per day until such statement is delivered to Landlord for the third (3rd) and subsequent such failures to furnish a statement. This remedy shall be in addition to other remedies provided herein, at law and/or at equity to Landlord.

Section 3.04 **BUSINESS STATISTICS REPORTS.** Tenant shall furnish to Landlord, within ten (10) days after the close of each calendar quarter during the Term, the following report ("**Business Statistics Report**") containing trends for the operation of the Premises, as follows: (a) average weekly sales by category, if applicable; (b) rolling twelve (12) month sales by category, if applicable; (c) sales per Enplaned Passenger, by category, if applicable, on a monthly, quarterly and rolling twelve (12) month basis; (d) average sales per transaction on an annual basis; (e) sales per square foot of Floor Area in the Premises and by category, if applicable, on a rolling twelve (12) month basis; (f) occupancy report, listing Rentals as a percentage of Gross Receipts; and (g) where applicable, comparisons to historical data for the same time frames. If Tenant fails to furnish to Landlord any Business Statistics Report within the time required by this Section 3.04, then Tenant shall pay within ten (10) days of written demand therefor by Landlord as Additional Rent and as liquidated damages and not as a penalty, the amount of One Hundred Dollars ($100.00) per report per day until such report is properly delivered to Landlord for the first (1st) such failure to furnish a report, Two Hundred Fifty Dollars ($250.00) per report per day until such report is delivered to Landlord for the second (2nd) such failure to furnish a report, and Five Hundred Dollars ($500.00) per report per day until such report is delivered to Landlord for the third (3rd) and subsequent such failures to furnish a report. This remedy shall be in addition to other remedies provided herein, at law and/or at equity to Landlord.

ARTICLE IV. EXAMINATION AND AUDIT

Section 4.01 **RIGHT TO EXAMINE BOOKS.** Landlord, American and the Authority each shall have the right to examine all Records. Tenant shall make available to the requesting party within fifteen (15) days following such written request for the same at a designated location within the Port of New York District for the purpose of examination, extracting and/or copying all books, source documents, accounts, records and sales tax reports filed with applicable government agencies of Tenant and any Affiliates, subtenants, concessionaires, licensees and/or assignees, if any, in order to verify the amount of Gross Receipts and the amount of all Rentals. Should such records not be made available at the designated location within the Port of New York District within such fifteen (15) day period, Tenant shall reimburse Landlord, American and/or the Authority for reasonable travel, lodging and meal expenses to examine the same at Tenant's office.

Section 4.02 **AUDIT.** During the Term hereof and for one (1) year thereafter, Landlord, American and the Authority may, each at any time upon ten (10) days prior written notice to Tenant, cause a complete audit to be made by an auditor or accountant of their selection (who may be a certified public accountant), of the records and operations of Tenant and/or any Affiliates, subtenants, concessionaires, licensees and/or assignees, if any, relating to the Premises, for the period covered by any statement issued or required to be issued by Tenant, its Affiliates subtenants, licensees, concessionaires, and/or assignees. Tenant shall make available to the auditor or accountant, at a location within the Port of New York District within ten (10) days following written notice requiring such audit, all of the Records that such auditor or accountant deems necessary or desirable for the purpose of making such audit. If such audit discloses that Gross Receipts as previously reported for the period audited were understated, Tenant shall immediately pay to Landlord the

Guidelines as may be amended or modified from time to time.

(b) Tenant shall furnish conceptual drawings and plans ("**Conceptual Plans**") and final drawings and specifications ("**Final Drawings**") for the Premises as follows: Tenant shall submit Conceptual Plans to Landlord and American for approval no later than twenty (20) days after execution of this Sublease by Landlord and Tenant and receipt by Tenant of an original fully executed Sublease. Landlord shall promptly review the Conceptual Plans, and Landlord shall provide consolidated comments or approvals to Tenant within fifteen (15) days following receipt of the Conceptual Plans. Following Tenant's receipt thereof, Tenant shall submit Final Drawings strictly conformed to the approvals or comments received within twenty (20) days (or such shorter period of time in order for Tenant to complete installation of the Fixed Improvements and Operating Equipment, stock the Premises and open for business to the public by the Latest Rental Commencement Date) to Landlord and American for prior written approval. Landlord shall promptly review such Final Drawings, and Landlord shall provide consolidated comments or approvals to Tenant within fifteen (15) days following receipt of the Final Drawings. In the event of disapproval, Tenant shall immediately revise the Final Drawings and promptly resubmit them for approval until such approval is obtained. Following approval of the Final Drawings, Tenant shall immediately prepare so that American can immediately file the Tenant Alteration Application as soon as possible thereafter (and in no event more than five (5) days thereafter) with the Authority pursuant to the Authority's Tenant Alteration Application Process ("**TAA Process**"). It is anticipated that the Authority will provide its comments, approval and/or disapproval no later than thirty (30) days after submission of the Alteration Application and to issue all required construction permits within such time period. Obtaining all approvals required by the Authority's Requirements is the sole responsibility of Tenant. The failure of Landlord to provide comments and/or approvals within the time periods set forth herein for Conceptual Plans and Final Drawings shall extend the Latest Rental Commencement Date on a day-for-day basis for each day so delayed; provided, however, no such extension shall be granted to Tenant unless the Conceptual Plans and Final Drawings are submitted strictly in accordance with all of the requirements of the Tenant Construction Review Manual, the Design Guidelines, **Exhibit D** and the Alteration Application. Tenant's failure to furnish or revise the Conceptual Plans and Final Drawings within the time frames and in the form required herein, or failure to perform any other obligation under this Section, shall constitute a material default by Tenant hereunder, which shall entitle Landlord to terminate this Sublease as Landlord's sole and exclusive remedy. If Landlord reasonably determines that the parties are unable to agree upon the Conceptual Plans and/or the Final Drawings or if Tenant fails to timely provide the Preliminary Plans and Final Drawings, including any revisions required thereto within five (5) days from the dates required, Landlord may terminate this Sublease upon twenty-four (24) hours written notice to Tenant, in which event this Sublease shall terminate on the date specified in such notice and thereafter neither party shall have any further obligations to the other party. No deviation from the Final Drawings, once approved pursuant to the TAA Process (and once so approved they are incorporated by reference herein), shall be made by Tenant without Landlord's, American's and the Authority's prior written consent. Approval of Conceptual Plans and Final Drawings by Landlord, American or the Authority shall not constitute any representation or warranty or the assumption of any responsibility or any liability by Landlord, American or the Authority for their accuracy, efficacy or sufficiency and Tenant shall be solely responsible for such items. Storefront barricades, reasonably acceptable to Landlord, attractively screening the Premises from view during construction shall be erected and maintained by Tenant at all times prior to Tenant's opening for business and shall be removed and properly disposed of by Tenant prior to such opening, all at Tenant's sole cost and expense. If Landlord originally erects such storefront barricades or if Tenant fails to construct, erect, maintain, remove and dispose any such storefront barricades, Tenant shall reimburse Landlord for all reasonable and actual costs incurred by Landlord in performing any of the same.

(c) Tenant expressly acknowledges that it is familiar with the TAA Process and its design and construction guidelines. Delays in obtaining Authority approvals in regard to these processes shall not be considered an excusable delay or Force Majeure (as defined in Section 27.04) except, and only to the extent, that the

Authority fails to respond at all to a conforming Alteration Application for more than thirty (30) days after delivery of such application. In the latter case, the Latest Rental Commencement Date will be extended one (1) day for each day beyond the 30th day that the Authority has failed to respond to an Alteration Application. No work may commence until an Alteration Application has been approved by the Authority, pre-construction meetings, as scheduled and directed by the Authority, are concluded and the Authority has issued a construction permit, permitting the work to be performed, if applicable. Within one hundred twenty (120) days of the completion of construction, Tenant shall submit "as-built" drawings and specifications of the construction work and installation of equipment and trade fixtures; and Tenant shall keep such drawings current showing therein any changes or modifications made during the Term. **Tenant shall also factor in any length of time required to obtain all security clearances, identification badges, pre-construction coordination meetings, permitted times in which construction activities shall be allowed in the Terminal and all other Authority Requirements in order to ensure that Tenant shall be open for business no later than the Latest Rental Commencement Date.**

(d) Tenant shall spend and invest, in a manner previously approved by Landlord and American, an amount not less than Two Hundred Dollars ($200.00) per square foot of the Floor Area in the Premises (as the minimum capital expenditure and investment) for the construction and installation of Fixed Improvements ("**Construction Cost**"), which sum shall be comprised of the types of any investments that qualify as Eligible Costs (as defined below).

(e) Within ninety (90) days of completion of the Fixed Improvements or any Refurbishments, Tenant's construction manager and/or architect shall duly execute and deliver to Landlord, as evidence of the completion of such work, a certificate to the effect that: (1) the design, construction, and equipping of the Fixed Improvements have been substantially completed in strict accordance with the Final Drawings and the time schedule to complete if not fully complete (which in no event shall exceed thirty (30) days); (2) all costs and expenses for labor, services, materials, and supplies used in designing, constructing, and equipping the Fixed Improvements for which payment is due have been paid in full (specifying, in reasonable detail, the Construction Cost expended in the completion of the Fixed Improvements which are to be applied toward the minimum investment requirement established in Section 5.01(d)) together with executed copies of all mechanics' lien waivers and/or releases or other lien waivers and/or releases on account of Tenant's Work, notarized and unconditional, in such reasonable form as Landlord shall have reasonably approved; (3) a certificate of occupancy, a consent to occupy or a permit to use or occupy, as applicable, and all other necessary licenses, permits and other required documents for operation of Premises affected by the Fixed Improvements have been issued by the appropriate governmental agency; and (4) final and complete set of "as-built" Final Drawings on the most recent version of AutoCad (which version shall not predate Version 12.0), duly certified by a registered architect or registered engineer licensed in the State of New York. Tenant shall not begin sales to the public until all the requirements regarding inspection and certification by Landlord, American and/or the Authority have been fulfilled pursuant to the TAA Process. If Tenant shall fail to provide any of the foregoing within such ninety (90) days, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the sum of Five Hundred Dollars ($500.00) per day for each day following five (5) days from the date due that any of the foregoing have not been delivered to Landlord within such period of time. If such failure shall continue for a period exceeding one hundred eighty (180) days after the completion of the Fixed Improvements or any Refurbishments, such shall be a material default by Tenant hereunder entitling Landlord to all remedies available to it hereunder or at law.

(f) Within ninety (90) days of completion of the Fixed Improvements or any Refurbishments, Tenant shall duly execute and deliver to Landlord and American, as evidence of the cost of such work, a certificate issued by the chief executive officer, chief financial officer or equivalent representative of Tenant, detailing the Eligible Costs actually incurred in connection with the installation of the Fixed Improvements together with a Depreciation Schedule (as hereinafter defined) for each Fixed Improvement. Tenant shall provide to

Landlord copies of invoices and canceled checks or other reasonable evidence of expenditures for labor and materials covering all Eligible Costs; and Landlord and American shall have the right to audit such records. If there is a discrepancy of five percent (5%) or more, Tenant shall pay, as Additional Rent, the cost of the audit. If Tenant shall fail to provide any of the foregoing within such ninety (90) days, Tenant shall pay to Landlord as liquidated damages and not as a penalty, the sum of Five Hundred Dollars ($500.00) per day for each day following five (5) days from the date due that any of the foregoing have not been delivered to Landlord within such period of time. If such failure shall continue for a period exceeding one hundred eighty (180) days after the completion of the Fixed Improvements or any Refurbishments, such shall be a material default by Tenant hereunder entitling Landlord to all remedies available to it hereunder or at law.

"**Eligible Costs**" means, with respect to any investment in Fixed Improvements or Refurbishments, the following: (1) directly contracted construction costs, (2) architectural and engineering fees, construction management fees and the cost to obtain the applicable permits, which amounts under this clause (2) shall not exceed fifteen percent (15%) of the contracted construction costs, unless otherwise approved by Landlord in writing, and (3) permanent fixtures, including any furniture and equipment and custom-built "trade fixtures" which constitute fixtures under applicable law, installed for direct use in the Premises. Notwithstanding the foregoing, Eligible Costs shall not include: (1) costs for Base Building Work incurred by Landlord or American, (2) costs in excess of one hundred thirty-five percent (135%) of the estimated costs for Fixed Improvements provided by Tenant in the letter of intent or proposal term sheet for this Sublease unless otherwise specifically approved by Landlord in writing, (3) any overhead, financing costs (e.g., loan origination fees or interest, legal fees or any non-construction-related costs), or (4) amounts paid to any Affiliate of Tenant. In addition, to qualify as Eligible Costs, disbursements must be supported by the certificate referenced in Section 5.01(e) and the documentary evidence of payment as described in this Section 5.01(f).

"**Depreciation Schedule**" means a schedule reflecting the monthly amortization of the Eligible Costs for Fixed Improvements, which schedule must be approved by Landlord and American and shall reflect amortization on a straight-line basis (based on a ten (10) year Term) during the lesser period of either: (1) the useful life of such Fixed Improvement, calculated in accordance with "GAAP"; or (2) the length of time remaining in this Sublease from the date such Fixed Improvement is completed and begins to be depreciated. "**GAAP**" means generally accepted accounting principles in the United States of America, as set forth in the opinions and pronouncements of the American Institute of Certified Public Accountants' Accounting Principles Board and Financial Accounting Standards Board or in such other statements by such other entity as may be in general use by significant segments of the accounting profession, to the extent such principles are applicable to the facts and circumstances on the date of determination. Any schedule submitted by Tenant for this purpose shall not be deemed a Depreciation Schedule until such schedule is approved by Landlord and American in writing, which approval shall not be unreasonably withheld, delayed or conditioned. If Landlord does not respond at all within ninety (90) days of the submission of a Depreciation Schedule, the schedule shall be deemed accepted and approved by Landlord.

Tenants who fail to properly and timely submit the certificates and documentary evidence of Eligible Costs and the Depreciation Schedule to Landlord and American for approval within one hundred eighty (180) days after the completion of the Fixed Improvements or Refurbishments shall forever waive and release Landlord and American for reimbursement of any portion of Tenant's Eligible Costs in the event of a relocation and/or early termination of this Sublease.

(g) Subject in all events to the Authority Lease and the Authority's lease with the City of New York, all alterations, additions, improvements and fixtures (including, without limitation, all floor, wall and/or ceiling coverings and any Tenant-installed heating and air conditioning equipment, but excluding Tenant's readily movable decorations, trade fixtures, furniture and office equipment) that are installed by any party in the

Premises shall remain upon and be surrendered with the Premises and become the property of American, if permitted under the Authority Lease, or the City of New York, as the same or any part thereof is erected, constructed or installed.

(h) All contracts for the construction or installation of Fixed Improvements shall require: (1) that all contractors and subcontractors provide labor that can work in cooperation with other elements of labor employed or to be employed at the Airport; (2) insurance coverage and suretyship reasonably satisfactory to Landlord, the Authority and American for the protection of their employees, laborers, suppliers, contractors, subcontractors, agents, invitees and the public; (3) that all contractors and subcontractors comply with all provisions of this Sublease applicable to them; and (4) performance bonds and payment bonds from Tenant or Tenant's general contractor, in form and substance satisfactory to Landlord, each of which shall name Landlord, the Authority and American, as additional obligees and/or loss payees and which shall be in a sum equal to the amount of the applicable construction contracts. Tenant shall designate a full-time qualified construction project manager with experience in projects of similar size and scope (**"Tenant's Project Manager"**) reasonably acceptable to Landlord to coordinate construction of the Fixed Improvements with Landlord pursuant to the Authority's TAA Process. Landlord reserves the right to require Tenant to provide its list of selected architects, interior designers and construction managers for prior written approval, which approval shall not be unreasonably withheld by Landlord.

(i) During the performance of Tenant's Work, the Premises shall, at Tenant's sole cost and expense, be kept free and clear of all trash and debris and shall be broom swept daily. No work which Tenant is permitted to do or which Tenant is obligated to perform pursuant to this Sublease, whether in the nature of erection, construction, alteration or repair, shall be deemed to be for the immediate use and benefit of Landlord, American or the Authority. Tenant has no authority, express or implied, to, and shall not, create, place or permit the placement of any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord, American or the Authority in the Concession Area, the Terminal or the Airport, or to assign or encumber either the Rentals or any other payment obligations for any claim in favor of any Person including, without limitation, those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that it will promptly pay or promptly cause to be paid all sums legally due and payable by Tenant on account of any labor performed or materials furnished in connection with any work performed in, under, on and upon the Premises, by or on behalf of Tenant. **Tenant will indemnify and hold Landlord, American, the Authority, the City of New York and the commissioners, employees, officers, agents and representatives of Landlord, American, the Authority and the City of New York harmless from any and all losses, costs and expenses of any asserted claims or liens against the respective rights, title and interests of Landlord, American, the Authority and the City of New York in the Airport, and any part thereof, or under the terms of this Sublease based on or arising out a breach of the covenants of this Section 5.01.** Tenant agrees to give Landlord immediate written notice of the placing of any lien or encumbrance against the Concession Area or the Terminal.

(j) Tenant's failure to complete the Fixed Improvements and install its Operating Equipment in a timely manner will result in damages that are difficult to ascertain in light of operations, scheduling and public service factors at the Terminal. **Therefore, if the Fixed Improvements are not substantially completed so as to permit Tenant's business operations to open and the Operating Equipment is not installed by the Latest Rental Commencement Date, Tenant shall pay to Landlord as liquidated damages the sum of Two Hundred Fifty Dollars ($250.00) for each day that the Fixed Improvements are not completed and the Operating Equipment not installed beyond such Latest Rental Commencement Date.**

Section 5.02 **CONDITION OF PREMISES.** Except as otherwise specifically provided herein, Tenant hereby agrees that upon delivery of possession of the Premises to Tenant with all Base Building Work substantially complete, Tenant shall accept such delivery of possession of the Premises in its then existing

"AS IS" "shell condition" (as described in **Exhibit D**)and Tenant acknowledges: (a) that Tenant shall have inspected the Premises and shall be fully aware of the condition of the Premises as of delivery of possession and the suitability thereof for Tenant's permitted use or the conduct of Tenant's business; (b) that Landlord shall have no obligation to improve or alter the Premises for the benefit of Tenant; (c) that, Tenant shall assume all risks in connection therewith without representation or warranty by Landlord, American or the Authority, express or implied, in fact or by law, on the part of Landlord, American and the Authority and without recourse to Landlord, American and the Authority. Tenant irrevocably waives any claim based upon or related to any such claimed representation by Landlord or any claimed representation by Landlord as to public traffic to be expected at the Premises or sales to be expected at the Premises. Tenant's taking possession of the Premises shall constitute Tenant's formal acceptance of the same and acknowledgment that the Premises are in the condition required hereunder. Tenant waives any right to rescind or terminate this Sublease, whether under Section 223-a of the New York Real Property Law or any successor statute of similar import then in force or otherwise, and further waives the right to recover any damages or obtain any other compensation from Landlord which may result from Landlord's failure to deliver possession of the Premises on the date set forth in the Data Sheet and/or in the condition provided herein.

Section 5.03 **ALTERATIONS AND REFURBISHMENTS TO THE PREMISES.** (a) In the event Tenant desires to make any future modifications to the Premises or the Fixed Improvements during the Term, Tenant shall not make such modifications without first obtaining the prior written consent of Landlord, American and the Authority, and otherwise complying with the terms and conditions outlined in this Article V for the initial Fixed Improvements.

(b) If (1) the Expiration Date of this Sublease is extended (as provided in Section 1.02(b) of the Data Sheet) so that the Term of this Sublease is extended to the Tenth Anniversary, and (2) no later than seven (7) years after the date possession of the Premises is delivered to Tenant with all Base Building Work substantially complete, Landlord notifies Tenant (which notice shall contain evidence reasonably satisfactory to Tenant) that the expiration date of the Concession Area Lease has been extended to at least the Tenth Anniversary (the **"Extension Notice"**), Tenant agrees that by no later than (i) seven (7) years after the date possession of the Premises with all Base Building Work substantially complete is delivered to Tenant (provided that Tenant receives the Extension Notice at least one hundred eighty (180) days prior to the end of such seventh (7th) year); or (ii) one hundred eighty (180) days after receipt of the Extension Notice (if Tenant does not receive the Extension Notice at least one hundred eighty (180) days prior to the end of said seventh (7th year), Tenant will spend and invest as a mid-term reinvestment (in each case with the manner and source of such expenditure and investment being subject to the same procedures applicable to initial Fixed Improvements, including the prior approval of Landlord and American) a minimum of One Hundred Fifty Dollars ($150.00) per square foot for each food and beverage concession for such Refurbishments or other upgrades to the Fixed Improvements. Tenant shall provide to Landlord and American such back-up data as Landlord and American may reasonably request to confirm that such Refurbishment and upgrade to the Fixed Improvements has been made.

ARTICLE VI. RESERVATION OF RIGHTS TO RELOCATE, CONTRACT, TERMINATE, SURRENDER AND WAIVER OF CLAIMS

Section 6.01 **RESERVATION OF RIGHTS.** (a) Tenant acknowledges that American has the right, at any time and from time to time during the Term, in the interest of the efficient operation of the Terminal, to close, move or alter any common corridor, passageway, walkway or common area, including, without limitation, entrances, exits, passages, halls, corridors, aisles, stairways, elevators and escalators, or to restrict or change the traffic on or through any such common corridor, passageway, walkway or common area, with due regard to not unreasonably restricting the use and occupancy of the Premises by Tenant. Tenant shall not have any claim against Landlord, American or the Authority for such action, nor shall such

action by American release Tenant from any of its obligations under this Sublease, the Consent Agreement or any other agreement in connection herewith, except as otherwise specifically provided herein.

(b) Landlord, American and the Authority, and their respective directors, officers, employees, agents, representatives, contractors, and furnishers of utilities and other services, have the right from time to time, at their own cost and expense, for their own benefit or for the benefit of others at the Terminal and/or Airport: (1) to construct and maintain existing and future utility and other systems throughout the Premises; (2) to enter the Premises at all reasonable times and upon reasonable notice (provided no notice shall be required during any real or threatened emergency) to inspect any part of the Premises, Fixed Improvements and Operating Equipment and to make such repairs, replacements or alterations thereto as may, in the opinion of Landlord, American or the Authority, be necessary or advisable (and, if Tenant is otherwise obligated under this Sublease to perform such work and/or take such action, the cost thereof shall be due and payable by Tenant on demand, as Additional Rent, along with an additional charge in an amount equal to fifteen percent (15%) of the cost thereof); (3) to construct or install facilities over, in or under parts of the Premises otherwise not conveniently accessible; and (4) to install, operate, maintain, recover and repair the property used in connection with their respective rights to the Premises provided, in each case in the exercise of such rights of access, maintenance, repair, replacement, alteration or new construction, Landlord shall use reasonable efforts not to unreasonably interfere with the use and occupancy of the Premises by Tenant.

(c) In the event that any movable property of Tenant shall obstruct the access of Landlord, American and/or the Authority, their employees, agents and/or contractors to any of the existing or future utility, mechanical, electrical and/or other systems and thus shall interfere with the inspection, maintenance or repair of any such system, Tenant shall move such property, as directed by Landlord, American or the Authority, in order that access may be had to the system or part thereof for its inspection, maintenance and/or repair; and, if Tenant shall fail to so move such property after direction from Landlord, American or the Authority to do so, Landlord, American or the Authority may move it; and Tenant shall pay the cost of such moving upon demand. In the case of Fixed Improvements installed by or on behalf of Tenant that were approved by Landlord, American and/or the Authority, and thereafter are required to be moved for the reasons provided above, Landlord or American, at their cost, may move the same and, upon completion of the inspection, maintenance and/or repair Landlord or American shall, at their cost, restore such Fixed Improvements and repair any damage caused by such removal and restoration to the same condition as existed immediately prior to such removal.

(d) If as a result of the foregoing, Tenant is prevented from conducting its business or access to the Premises is materially impaired to the extent that Tenant is forced to close for business to the public for four (4) or more complete and consecutive days due to any such construction or modifications, then only the portion of Tenant's Guaranteed Rent representing **"American's Allocated Share"** (as such term is defined in the Concession Area Lease) shall be abated for the period commencing on the date in which Tenant is forced to close its business within the Premises and shall continue until the date in which Tenant is able to resume its business in the Premises, provided Tenant shall immediately reopen on the date following the cessation of the construction or modifications.

Section 6.02 **RELOCATION, CONTRACTION OR TERMINATION.** (a) Tenant acknowledges that, pursuant to the Concession Area Lease, American may require Landlord to relocate or reduce the size of the Concession Area and American may exercise its rights by giving not less than one hundred twenty (120) days prior written notice to Landlord or at least as much notice as reasonably possible for reasons and timing which are not within American's control. If American shall exercise such right, Landlord shall have the right to relocate or reduce the size of the Premises, and, if relocated or reduced, the portion of the Premises eliminated shall cease to be leased to Tenant and shall no longer be subject to the terms of this Sublease, and, if relocated, the relocated space, shall automatically be subject to the terms of this Sublease.

If American desires to relocate all or a portion of the Premises to other space within the Terminal, such relocated space shall be reasonably comparable to the Premises in terms of passenger traffic, size and potential for generation of Gross Receipts and any Base Building Work required to make the new space suitable for concession operations is the responsibility of American. If Tenant is unable to operate its business in the Premises (as reasonably determined by Tenant) as a result of the exercise of any of such rights, Tenant's payment of Rentals shall be abated during the period which Tenant is unable to operate. Further, if the net contraction of any portion of the Premises exceeds ten percent (10%) or a net contraction of the entire Premises exceeds fifteen percent (15%), and Tenant demonstrates that any such contraction of the Premises or any portion thereof is having a material adverse impact on its Gross Receipts that is distinct from other conditions that may be adversely affecting Tenant's business operations, then, at Tenant's request, Landlord will engage in good faith negotiations with Tenant for up to ninety (90) days regarding a possible equitable reduction of the Guaranteed Rent and corresponding adjustments to the Percentage Rent. Any such equitable reductions/adjustments are subject to American's and the Authority's approval, determined in their respective sole and absolute discretion.

(b) If Landlord desires to relocate Tenant to a substitute area as provided in Section 6.02(a), Tenant shall have the right, in its sole discretion, to terminate this Sublease within thirty (30) days after receipt of Landlord's relocation notice, provided, however, Landlord can negate Tenant's election to terminate within twenty (20) days after receipt of Tenant's termination notice by revoking Landlord's election to relocate the Premises and thereafter this Sublease shall continue to remain in full force and effect in accordance with its terms. If Tenant elects to so terminate this Sublease due to the proposed relocation of the Premises, this Sublease shall terminate on the effective date thereof as reasonably specified by Landlord and Tenant shall remain liable for the payment of all Rentals and the performance of all other accrued obligations of Tenant under this Sublease up to and including the effective date of such termination. **Under no circumstances shall Landlord or any other third party including American or the Authority have any obligation to Tenant, nor shall Tenant be entitled to any payment from either Landlord or any other third party including American and the Authority for Tenant's Eligible Costs or any other sums if Tenant so elects to terminate this Sublease and Landlord does not negate that election as provided herein.**

(c) If American exercises its right to cause a contraction of the Premises or a relocation of the Premises (not including carts, kiosks, and other portable or temporary facilities) from one (1) location to another at any time following the commencement of Tenant's Work: (1) American or Landlord shall in the case of a relocation, reimburse Tenant within sixty (60) days for reasonable and actual moving costs, and for reasonable and actual costs incurred to construct Fixed Improvements in the new space according to Final Drawings approved by Landlord and American; and (2) if Tenant does not relocate to other space or if this Sublease is terminated by American or the Authority without cause under Section 6.03 and Tenant, in either case, does not have any outstanding uncured material defaults under this Sublease beyond applicable notice and cure periods, American or Landlord shall reimburse Tenant within sixty (60) days after the effective date of such contraction or termination, an amount equal to the then unamortized portion of Tenant's Eligible Costs (based upon the Depreciation Schedule previously submitted by Tenant and approved by Landlord and American detailing such investment in Tenant's Fixed Improvements or Refurbishments, if applicable). Within ten (10) days after request by Landlord, and in any event not later than the effective date of such contraction or termination, Tenant shall provide Landlord with its calculations in reasonable detail, together with appropriate back-up or confirmatory data, of the amount which Tenant claims to be due pursuant to this Section 6.02 based upon the approved Depreciation Schedule. **If Tenant fails to provide such information within ninety (90) days following Landlord's written request thereof, Tenant shall have forever waived its right to reimbursement from American and Landlord and forever released Landlord and American from any obligations under this Section 6.02.**

Section 6.03 **TERMINATION BY AMERICAN OR THE AUTHORITY.** (a) Tenant acknowledges

that this Sublease may be terminated, without cause for any reason and at any time, by the Authority upon thirty (30) days notice by means of revocation of the Consent Agreement, or by American upon one hundred eighty (180) days notice; and in neither event shall the Authority be responsible, directly or indirectly, for any portion of Tenant's investment (amortized or un-amortized) in, at or to the Premises. It is hereby acknowledged by Tenant that the Authority shall have no obligation or liability to Tenant with respect to such termination, including without limitation any reimbursements, credits, offsets or otherwise for investments in the Fixed Improvements. In such event, Tenant shall be reimbursed for the unamortized portion of Tenant's Eligible Costs but only to the extent as provided in Section 6.02(c).

(b) If Landlord's leasehold interest under the Concession Area Lease is terminated by either American or the Authority in accordance with their respective rights under the Concession Area Lease and Landlord's Operator Permit with the Authority, then, in such event, at the option of American determined in accordance with the applicable provisions of the Concession Area Lease: (1) this Sublease shall be assigned by Landlord to and assumed by American (or its designee) and this Sublease shall remain in full force and effect and Tenant shall not have any approval or rejection rights with respect to any such assignment/assumption and, in the event of such an assignment/assumption, Tenant shall attorn to American or its designee and recognize American or its designee as landlord for all purposes hereunder; or (2) this Sublease shall immediately terminate upon termination of the Concession Area Lease without direct recourse of any kind against Landlord, American or the Authority and thereafter neither party shall have any further obligations or liabilities to the other party except for any accrued obligations or liabilities of Tenant, whether monetary or non-monetary, which have arisen prior to the effective date of such termination and have not yet been fully performed and/or paid by Tenant or which are expressly stated to survive the expiration or earlier termination of this Sublease. Within sixty (60) days following the date that Tenant shall have vacated and surrendered the Premises in the condition required under this Sublease, paid all Rentals and performed all of its other accrued obligations under this Sublease through the effective date of such termination, Tenant shall be reimbursed by Landlord for any unamortized portion of Tenant's Eligible Costs but only to the extent as provided in Section 6.02(c).

Section 6.04 SURRENDER OF PREMISES. Tenant shall quit and deliver peaceably to Landlord possession of the Premises, and Tenant shall release and not attempt to retain any interest in the Fixed Improvements and Refurbishments, on the date that the Term expires, whether by early termination, expiration, or otherwise. Prior to the expiration of the Term or earlier termination of this Sublease, Tenant shall, at its sole expense, remove signs and trade fixtures (other than trade fixtures and other property which it is otherwise prohibited from removing under the Authority Lease) from the Premises and shall surrender the Premises and appurtenances thereto in broom-clean and sightly condition and in good repair, except for reasonable wear and tear arising from use of the Premises to the extent permitted elsewhere in this Sublease. Tenant shall deliver to Landlord all keys to the Premises. Any personal property of the Tenant placed on or kept at the Premises as to which the letting pursuant to this Sublease has ceased shall be removed as soon as practical but in no event later than the expiration or earlier termination of this Sublease. If Tenant shall fail to so remove its personal property at the end of the Term or any earlier termination, Landlord may at its option, and at the risk and expense of the Tenant, 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 at public auction or, at Landlord's or American's discretion, the personal property will be deemed abandoned and ownership thereof will be vested in American; the proceeds of any such sale shall be applied first to the expenses of removal, sale and storage, second to any sums owed by Tenant to Landlord, American or the Authority; and any balance remaining shall be paid to the Tenant.

Section 6.05 WAIVER OF CLAIMS BY TENANT. **Tenant specifically acknowledges that the relocation, contraction and termination provisions are a material inducement to Landlord in entering into this Sublease with Tenant. Except as specifically provided in this Article VI, such termination**

and the removal and surrender obligations of Tenant, shall in no event give rise to any claims, causes of actions, suits, or damages that Tenant may have or rights to payment to Tenant by either Landlord, American or the Authority including, without limitation: (a) any and all awards in the nature of land damages under all applicable laws; and (b) any and all rights under the terms of this Sublease; and (c) incidental, consequential, special or severance damages as a result of Tenant's use and occupancy of the Premises. Except for Tenant's rights to reimbursement for Tenant's Eligible Costs, Tenant hereby waives any such claims, including, without limitation, claims for lost business opportunity, claims for lost profits and claims for relocation and termination benefits under any Federal, state or local law, ordinance or regulation or otherwise.

ARTICLE VII. CONDUCT OF BUSINESS BY TENANT

Section 7.01 **PERMITTED USE.** Tenant shall use the Premises only for the purpose of conducting the business specifically set forth in the Data Sheet ("**Permitted Use**") and for no other use or purpose. Notwithstanding anything to the contrary contained herein, including Tenant's Permitted Use, if Landlord; American or the Authority reasonably determine that any item displayed, offered for sale or sold by Tenant is objectionable or inappropriate for display or sale at the Terminal, Tenant shall, upon delivery of Landlord's written notice to Tenant and to the Premises, immediately remove such item from display and its inventory (if the objectionable item and/or service displayed, offered for sale or sold shall be deemed to be potentially dangerous to the public or violate any security regulations, as determined by Landlord, American or the Authority from time to time, Tenant shall remove such potentially dangerous item and/or service or violation immediately upon verbal notice from Landlord) and Tenant shall not thereafter display, offer for sale or sell any such item or service. If Tenant shall fail to remove any such item from display or cease providing such service as may be required from time to time as provided herein, then Tenant shall pay as liquidated damages and not as a penalty the amount of One Hundred Dollars ($100.00) per day for the first (1st) violation in any twelve (12) month period and the amount of Two Hundred Fifty Dollars ($250.00) per day for the second (2nd) and any subsequent violations in any twelve (12) month period until such time as Tenant has complied. Further, Landlord shall be entitled to remove such item without any liability. This remedy shall be in addition to any and all other remedies provided in this Sublease or by law to Landlord, including, but not limited to the graduated fines listed in **Exhibit K**. Tenant represents and warrants to Landlord that it holds all certificates, meets all Authority Requirements, licenses and other entitlements required by federal, state and local, laws, rules and regulations in order to enable Tenant to conduct its operations and to engage in its Permitted Use and that such certificates, Authority Requirements, licenses or other entitlements are and shall be kept current, valid and complete at all times during the Term. Tenant shall submit any/or all of the foregoing for inspection by Landlord from time to time. Tenant, at Tenant's expense, shall at all times comply with the requirements of each such certificate, permit, license and other entitlement. Tenant shall not conduct or permit operations in the Premises that, in the reasonable judgment of Landlord or American or the judgment of the Authority, (a) interfere or might interfere with the reasonable use by others of common facilities at the Terminal or the Airport, (b) hinder or might hinder police, firefighters or other emergency personnel in the discharge of their duties, (c) would or would be likely to constitute a hazardous condition at the Airport, (d) would increase the premium for insurance policies maintained by Landlord, American or the Authority, unless such operations are not otherwise prohibited hereunder and Tenant pays the increase in insurance premiums occasioned by such operations, (e) would involve any illegal purposes, or (f) are not in accordance with the commitment of Tenant to operate first-class concessions in the Concession Area. Prohibited uses which are expressly agreed to include all "**American Reserved Uses**" and "**Port Authority Reserved Uses**" as such terms are defined in the Concession Area Lease.

Section 7.02 **OPERATION OF BUSINESS.** (a) General. Tenant and its Operating Staff (as defined below) agree to actively and diligently conduct business at all times in a first-class, professional and business-like reputable manner, using best efforts so as to maximize revenues in accordance with best industry practices

and standards observed generally by first-class business enterprises of local, regional and national scope which operate at other major US airports, provide superior customer satisfaction and maintain at all times a complete stock of high-quality merchandise and products. Tenant agrees not to divert or allow or cause to be diverted any business from the Terminal and/or Airport. Tenant shall operate the Premises in a well-organized, safe, professional, clean and attractive manner and condition at all times, and all Fixed Improvements and Operating Equipment shall be maintained in good condition and repair. Tenant shall accept at least two (2) nationally recognized credit cards for payment, shall offer all of its customers shipping, delivery and gift wrap services (if appropriate for the type and size of merchandise or product being requested) at cost and shall provide, without charge, change making service at each cashier's location in the Premises, regardless of whether a purchase is made. At all times from and after the Rental Commencement Date, Tenant covenants that it shall continuously and uninterruptedly occupy and use the Premises for the Permitted Use and shall keep the Premises open for business during all required Terminal concession hours unless otherwise agreed to by Landlord and American (provided that if American agrees in writing to permit Tenant to close for business, Landlord shall also be deemed to have agreed) or prevented by Force Majeure (as defined in Section 27.04) or as otherwise permitted by the terms of this Sublease. Tenant shall install and maintain at all times a display of non-perishable merchandise and products in the display windows, if any, as required herein and shall keep the display windows well lighted, clean and stocked with non-perishable merchandise or appropriate displays. No auction, liquidation, going out of business, fire or bankruptcy sale may be conducted or advertised by sign or otherwise in the Premises. Tenant shall not permit the installation or operation of any coin or credit/debit-card operated vending machines or pay telephones in the Premises, including, but not limited to, the rental of cellular phones, facsimile machine services, other public communication devices, sales of entertainment event tickets, lottery tickets and reservations for ground transportation, hotels or other lodging and the sale of pre-paid telephone calling cards without the prior written consent of the Authority. Tenant shall not sell or display any items except within the areas outlined in the Design Guidelines unless such sale or display shall be expressly approved on the Final Drawings or otherwise approved by Landlord, in writing and in accordance with the TAA Process except that Tenant shall be permitted to display merchandise in the display windows, if any. Tenant shall not use the areas adjacent to or outside the Premises for business purposes or any other purposes, including the display or sale of merchandise, products or services in any areas outside the Premises without Landlord's advance written approval, which approval may be withheld in Landlord's sole discretion. Tenant shall not store anything in service or exit corridors. All receiving and delivery of items for the Premises, and all removal of supplies, equipment, trash and debris and all storage of trash and debris from the Premises shall be made only by way of, or in, the areas provided therefor. No trash, trash containers, hand trucks, carts, racks or movable fixtures designed for the movement of products and/or trash within the Premises or to or from the Premises may be left unattended in the storefront, corridors or other public areas; nor may such items or devices in non-public areas be visible from public areas of either the Premises or the Terminal. Tenant shall be solely responsible for prompt disposal within the Premises, or in such areas as may be provided by Landlord, of all trash and debris from the Premises. Tenant shall not install any radio, television, communication dish or other similar device or related equipment exterior to the Premises, shall not cause or make any penetration of the roof of the Premises or the building in which the Premises is located and shall not erect any aerial or antenna on the roof or exterior walls of any building within the Terminal without the prior written approval of Landlord, American and the Authority, determined in their discretion. Tenant shall not abandon or permanently vacate the Premises without the prior, advance written approval of Landlord. For the purposes of this Sublease "abandonment" shall mean closing the Premises to customers for two (2) or more consecutive days, unless such closing is permitted by other provisions of this Sublease. Notwithstanding the requirements set forth herein, Landlord shall have the right to make reasonable objections to the number or quality of staff used by Tenant, the prices for merchandise or products sold or services rendered, the number or quality of items sold, the character of the service offered to the public, responses to customer complaints and the appearance and condition of the Premises. Tenant agrees to take reasonable steps to promptly comply with Landlord's reasonable objections.

(b) Continuous Operations and Service Hours. Except as otherwise specifically provided in this Sublease, Tenant agrees to be open for business during the hours of operation specified in the Data Sheet and such other hours as may be required hereunder and to continuously and uninterruptedly operate in all of the Premises during the entire Term. The Airport is open for business every day, three hundred sixty-five (365) days per year and is busy during non-traditional working and shopping hours. Accordingly, service hours shall include the hours the Terminal's concession program shall be open as directed by Landlord from time to time, including without limitation, the hours necessary to provide service for the earliest daily incoming and outgoing flights (including the provision of service to passengers who arrive in advance of same) and the latest daily incoming and outgoing flights, including non-scheduled activity by charter airlines as Landlord may notify Tenant verbally from time to time. To that end, Tenant shall open and operate its business in the Premises during hours directed by Landlord; provided that, if passenger traffic conditions, flight scheduling, flight delays or other considerations make it necessary, in the opinion of Landlord or as Landlord is directed by American, the Terminal's concession program, including the Premises, shall be open at times not then scheduled. The following are the minimum operating hours: (1) for newsstand concessions, a minimum of sixteen (16) hours per day, each day of the year, with the opening for business each day at least one (1) hour prior to the first scheduled flight and closing thirty (30) minutes after the last scheduled departure from the Terminal on the respective day; (2) for all food and beverage concessions, at a minimum, opening at 5:30 a.m. and closing at 10:00 p.m., each day of the year, or at least one (1) hour prior to the first flight and closing thirty (30) minutes after the last scheduled departure from the Terminal on the respective day; (3) for duty-free and foreign currency exchange concessions, at a minimum, opening at 7:00 a.m. and closing at 10:00 p.m., each day of the year, or other hours necessary to service the earliest scheduled international flight departure and the latest scheduled international flight departure from the Terminal on the respective day, whichever constitutes the earlier opening and later closing; and (4) for all other concessions, 7:00 a.m. to 10:00 p.m., each day of the year. Landlord reserves the right to direct Tenant to change or adjust the service hours at any time, and Tenant agrees and covenants to adequately staff the Premises and be open for business during the hours directed by Landlord. In addition, in an emergency, as determined by Landlord or American, Tenant shall open or keep open the Premises upon two (2) hours prior verbal notice. Tenant expressly acknowledges the need for flexibility in the service hours from time to time. Any modifications to the required operating hours that may be requested from time to time by Tenant shall be subject to Landlord's prior written approval determined in its discretion. Tenant agrees to otherwise abide by all service hours of operation as set by Landlord. Tenant acknowledges that the concession program and its business operations are essential services at the Terminal and Tenant's failure to cause continuous operation of its business in the Premises will result in damages to Landlord, American and the Authority that are difficult to quantify in light of airport operational and customer service factors. Therefore, in addition to any other remedies set forth herein, including, but not limited to the graduated fines listed in **Exhibit K,** Tenant shall pay to Landlord as liquidated damages and not as a penalty, the amount Two Hundred Fifty Dollars ($250.00) per hour for each hour Tenant fails to operate its business during any required operating hours for the first (1st) violation in any twelve (12) month period, and the amount of Five Hundred Dollars ($500.00) per hour for each hour Tenant fails to operate its business during any required operating hours for the second (2nd) and any subsequent violations in any twelve (12) month period. Failure by Tenant to be open for business and to operate shall entitle Landlord, in addition to other remedies provided in this Sublease or by law, including, but limited to, a mandatory injunctive relief if awarded by a court of competent jurisdiction.

(c) Staffing/Personnel. Tenant shall employ a full-time professional staff (**"Operating Staff"**) at all times during the Term of sufficient size, expertise, ability, suitability, and experience in sales and customer service to carry out all of its obligations under this Sublease. Tenant shall maintain a sufficient number of Operating Staff on site at the Premises (including, without limitation, on-site sales, cashiers, management and supervisory personnel) to provide good, friendly, prompt and efficient service adequate to fully meet the demands of all customers at all times and shall furnish said service on a fair, equal and nondiscriminatory basis to all users thereof and shall increase such number of Operating Staff, upon the reasonable request of

Landlord, to provide outstanding customer service and satisfaction. All such personnel shall be knowledgeable, helpful to the public, courteous, efficient, neat in appearance and appropriately attired and shall not act in a loud, offensive or otherwise objectionable manner. Tenant's employees shall wear appropriate uniforms and name tags and security identification badges at all times. Tenant shall not employ at or about the Premises any person who shall use offensive language, makes persistent announcements of its merchandise and products and/or services over loud speakers or whose conduct is loud or offensive or otherwise detrimental to the best interests of the Terminal and/or Airport. Tenant's Operating Staff shall be available by telephone and such other communication device as Landlord may require during the operating hours. Tenant's Operating Staff and employees shall have sufficient knowledge of the Terminal and of the Airport to promptly and courteously direct passengers in and around the Terminal and the Airport, including, without limitation, to airlines, gates, customer information booths or customer information personnel, baggage carts, ATMs, other concession locations, telephones, rest rooms, escalators and elevators, exits and access to other terminals, and ground transportation.

(d) Store Manager/Emergency Contact. In order to assure compliance with the terms, covenants and conditions of this Sublease, Tenant shall retain a qualified, competent manager suitably experienced to provide on-site management of Tenant's business on a full-time basis to manage all of Tenant's obligations and responsibilities under this Sublease ("**Store Manager**"). Tenant shall notify Landlord of the identity of its Store Manager and of any changes in such identity. Tenant shall assure that the Store Manager or his or her designee, is available on-site during all required operating hours and by telephone and such other communication device as Landlord may require, on a twenty-four (24) hour per day, seven (7) day per week basis to respond to Landlord on day to day issues and in the event of emergencies. Tenant shall notify Landlord of the name and telephone number or such representatives and shall update such information as necessary. The Store Manager or his or her designee must be able to arrive by car at the Airport within two (2) hours of being called in an emergency situation.

(e) Customer Complaints. Tenant agrees that it will reasonably and promptly respond to all customer complaints regarding unsatisfactory service and/or unsatisfactory quality of merchandise, products and/or service, including all refunds as appropriately requested from time to time by any customer. In the event that Tenant receives any written complaint concerning its operations, Tenant shall within three (3) days of receipt of such complaint by Tenant forward a copy of the complaint to Landlord and Tenant shall respond to such complaint in writing within seven (7) days after receipt thereof and shall make a good faith effort to explain, resolve or rectify the cause of such complaint. Tenant shall submit a copy of the response to complaint to Landlord upon issuance of said response. If Landlord receives a written complaint regarding Tenant, it shall forward a copy of the same and Tenant shall respond as set forth herein. Tenant shall provide copies of the complaints and answers to American and the Authority not less than one (1) time during any calendar month.

(f) Compliance with Laws. Tenant, at its expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations ("**Legal Requirements**"), applicable business licenses and requirements of Landlord, American, the Authority and all governmental authorities having jurisdiction over the Premises or the cleanliness, safety, occupancy and use of the same, whether or not any such law, ordinance, order, rule, regulation or requirement is foreseen or unforeseen, ordinary or extraordinary, necessitates changes or improvements (other than structural changes or structural improvements) and/or interferes with the use and/or enjoyment of the Premises. Tenant shall promptly correct any deficiencies reported by Landlord, American, or any other governmental authorities having the aforesaid jurisdiction. Tenant shall not do or permit anything to be done in or about the Premises, nor bring anything therein, which will in any way conflict with any such Legal Requirements or requirement affecting the occupancy or use of the Premises or the Terminal which has been or may hereafter be enacted or promulgated by Landlord, American, the Authority or any governmental authorities, or in any way obstruct or interfere with the rights of others; nor shall Tenant use or allow the

Premises to be used for any improper, immoral or objectionable purposes or do any act tending to injure the reputation of the Terminal and/or Airport. Any area occupied by Tenant and all equipment and materials used by Tenant shall at all times be kept clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive and unclean materials, flies and other insects, rodents and vermin in accordance with any and all applicable rules, regulations and requirements of Landlord, American, and the Authority and in accordance with any and all Legal Requirements that may be promulgated from time to time by governmental agencies or authorities. All apparatus, utensils, devices, cooking equipment, machines and piping used by Tenant shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned and sterilized on a daily or more frequent basis after each period of use (at no time to exceed eight (8) hours). All trays, dishes, cookery, glassware, cutlery and other such equipment used in the preparation of and/or serving of all food and/or beverage products shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. Bottles, vessels, cooking equipment and other reusable containers shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. If Landlord or American does not contract for pest control service for all concessions in the Terminal, then Tenant, at its sole cost and expense, shall contract directly with a pest control service reasonably acceptable to Landlord at such reasonable intervals as Landlord may require.

(g) Street Pricing. Tenant shall not charge prices to its customers in excess of Street Prices (as hereinafter defined) and shall conspicuously display notices, in form and substance satisfactory Landlord in the Premises, to the effect that the Tenant adheres to the Authority's Street Prices policy. The term "**Street Prices**" means: (1) if Tenant conducts a similar business in off-airport location(s) in the Greater New York City – Northern New Jersey Metropolitan Area ("**Metro Area**"), the price regularly charged by Tenant for the same or similar item or service in those off-airport locations; (2) if Tenant does not conduct a similar business in off-airport location(s) in the Metro Area, the average price regularly charged in the Metro Area by similar retailers (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar items or service; (3) if neither Tenant nor any other similar retailers sell a particular item or provide a similar service in the Metro Area, the price regularly charged by Tenant or similar retailers (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar item or service 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 Tenant is in the business of selling duty-free goods, the price regularly charged by Tenant or other similar retailer (excluding any locations which do not have multiple independent competitive sources and operators) selected or approved by Landlord for the same or similar duty-free item or service at other major airports serving large urban areas in the northeast region of the United States, including, without limitation, the Airport. Tenant agrees to adjust its prices to ensure that they meet the Street Prices without any further notice or immediately upon written notice from Landlord if Tenant is not in compliance therewith. Prior to opening for business, Tenant agrees to supply to Landlord a detailed list of all merchandise, products and services to be offered at the Premises and the prices to be charged therefor. Tenant agrees to continue to provide this data on a quarterly basis throughout the Term hereof. Tenant shall, at all times, observe and comply with the pricing policy as set forth in **Exhibit E**. Further, for the benefit of the users of the Terminal, Landlord has the obligation to promote a "free market" competitive environment within the Terminal and, to the extent possible, Landlord may cluster concession operators with similar products and services in groups to help stimulate competition, provide superior service and competitive pricing.

(h) Coordination of Operational Matters with Landlord and Performance Standards. Tenant shall: (1) cooperate in the testing of pressure, water-flow, and other appropriate tests of the fire-extinguishing system and apparatus located within the Premises (and elsewhere in the Concession Area to the extent Tenant's cooperation is required for such testing) from time to time and as often as reasonably required by Landlord, American or the Authority, and if requested by Landlord, furnish Landlord with copies of written reports of

such tests; (2) keep in proper functioning-order all fire-fighting equipment in the Premises and at all times maintain in the Premises adequate stocks of fresh, suitable chemicals for use in such system and apparatus; and (3) notify Landlord prior to conducting such tests. Tenant agrees that, after it has taken delivery of the Premises, it will contact Landlord on all operational matters pertaining to its occupancy including but not limited to the following areas (1) hours of operation, (2) employee parking and security requirements, (3) customer inquiries and complaints, (4) facility maintenance issues, (5) utility services, and (6) staffing issues. To ensure that Tenant is in compliance with the quality of products, pricing and service standards set forth in this Section 7.02 and in the Service and Operating Performance Standards ("**Performance Standards**") attached hereto as **Exhibit K**, and that Landlord's, American's and the Authority's objectives are met, Landlord or an agent shall perform service audits, such as surprise shopper programs and inspections, of the conduct of Tenant's operation of its business in the Premises at any time during the Term of this Sublease. The results of such service audits performed on behalf of Landlord may be employed by Landlord to enforce Tenant's obligations under this Sublease. The Performance Standards address three (3) main categories of performance: product and service quality/price, customer service/personnel, and Premises cleanliness and maintenance (collectively, the "**Performance Categories**"), among other matters and includes a set of minimum performance standards ("**Minimum Performance Standards**") for each of the Performance Categories. Tenant acknowledges the desires of Landlord and American, as part of their obligation to ensure the highest level of public service, to provide the public and passengers with the level and quality of service as described herein. Pursuant to the Concession Area Lease, American may monitor, test or inspect the requirements imposed on tenants for applicable business operations standards at any time and to consult with Landlord to correct any deficiencies in standards required hereunder.

(i) Liquidated Damages and Fines. If Tenant fails to comply with any of the provisions of this Section 7.02 or any of the provisions of the Performance Standards, Tenant shall pay as liquidated damages and not as a penalty, or as a series of graduated fines on a daily basis for such failure in the correction of deficiencies of the Performance Standards, the amounts set forth in **Exhibit K** until such time as Tenant is in compliance with any such requirements. The liquidated damages and fines set forth in **Exhibit K**, are in addition to the liquidated damages for failure to provide continuous operations during all Terminal concession service hours as set forth in Section 7.02(b) above. This remedy shall be in addition to any and all other remedies provided herein or by law to Landlord. The provisions of this Section 7.02 shall survive the expiration or earlier termination of this Sublease.

(j) Tenant acknowledges that although it is subleasing the Premises directly from Landlord (1) American and the Authority control the Terminal, (2) the Authority controls the overall operations at the Airport, and (3) pursuant to the Authority Lease and the Concession Area Lease, as well as the Consent Agreement and state and federal laws and regulations, including the Authority's rules and regulations, American and the Authority have the right to regulate and control certain aspects of the operations at the Premises including but not limited to the matters listed in this Section 7.02. In the event any question or dispute arises as to the sale of any specific item or category of items in the Concession Area and whether such sale violates the Street Prices policy or does not comply with the Performance Standards, Tenant may submit a request in writing to Landlord and American asking that the matter be reviewed. American is obligated under the Concession Area Lease to render a decision in writing, after consultation with the Port Authority, within fifteen (15) days after such submission and such determination shall be considered final. Tenant shall, as of the date of the decision, immediately abide by and conform to the decision of American.

Section 7.03 **HAZARDOUS MATERIALS.** (a) As used herein, the term "**Toxic or Hazardous Materials**" means hazardous or toxic chemicals or any supplies, materials and wastes containing hazardous or toxic chemicals or substances at levels or content which cause such materials to be classified as hazardous or toxic as then prescribed by the highest industry standards or as set from time to time by the United States Environmental Protection Agency ("**EPA**") or the United States Occupational Safety and

as may be required under any Environmental Laws, or such even shorter period as is necessary prior to a governmental authority commencing steps to cause any of the foregoing to be sold pursuant to such lien, either: (1) immediately pay the claim and remove the lien; or (2) immediately furnish a cash deposit, bond or such other security as is satisfactory in all respects to Landlord and legally sufficient to effect a complete discharge of such lien.

(c) Landlord at its cost, reserves the right to conduct annually an environmental audit of the Premises and Tenant's operations, equipment, facilities and fixtures thereon. It shall be a material default and breach hereunder if the resulting audit report reveals material non-compliance or violations by Tenant of any Environmental Laws. American shall have the same rights as Landlord under this sub-section (c).

(d) Except with respect to Landlord's, American's or the Authority's or any Landlord Parties' direct violation of Environmental Laws (and, in such case, such exception only applies to the party that is in direct violation) or violation of Environmental Laws by third-parties who are not in any way Affiliates of Tenant or any Tenant Parties, Tenant hereby agrees to indemnify, defend and hold harmless Landlord, American, the Authority, the City of New York (including the New York City Economic Development Corporation, a local development corporation formed pursuant to Section 1411 of Not-For-Profit Corporation Law of the State of New York, or such successor entity as may be designated by the City of New York), their respective Affiliates, parent corporations, subsidiaries, partners, management companies, and the agents, employees, officers, commissioners, directors and contractors of any and all of them from and against any and all losses, claims, demands, penalties, causes of action, fines, settlements, damages, costs and expenses of whatever kind or nature (including reasonable attorneys' and consultants' fees and expenses, investigation and laboratory fees and expenses, court costs and litigation expenses) arising directly or indirectly out of or in any way related to: (1) any default by Tenant or any Tenant Parties of this Section 7.03; (2) any violation or failure to comply by Tenant or any Tenant Parties with any of the Environmental Laws; (3) any personal injury (including death) or property damage as a result of Tenant's or any Tenant Parties' willful misconduct, negligence, or other actions or omissions in connection with any Environmental Laws with respect to Tenant's use and occupancy of and the conduct of its business in the Premises; (4) any litigation brought or threatened by any governmental authority as a result of Tenant's or any Tenant Parties' willful misconduct, negligence, or other actions or omissions in connection with any Environmental Laws with respect to Tenant's use and occupancy of and the conduct of its business in the Premises; (5) the presence of Toxic or Hazardous Materials at, above, in and/or under the Premises caused by Tenant or any Tenant Parties; and (6) the use of Toxic or Hazardous Materials by Tenant. As used herein "costs and expenses" shall also include, in addition to those set forth above, costs associated with administrative and judicial proceedings, costs arising from any lien, costs of any remedial actions and business interruption resulting from any remediation, or any executive, administrative or judicial order. This indemnification shall constitute the personal recourse undertaking, obligation and liability of Tenant. The obligations set forth in this Section 7.03 shall survive the expiration or earlier termination of this Sublease.

ARTICLE VIII. USE OF TERMINAL, PUBLIC AREAS, LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE

Section 8.01 **OPERATION AND MAINTENANCE OF TERMINAL.** Tenant acknowledges that American is required to cause to be operated and maintained during the Term all public areas to the extent required in the Concession Area Lease and the Authority Lease. The manner in which such public areas and facilities are operated and maintained, and the expenditures therefor, are at American's sole discretion. Accordingly, the use of such public areas and facilities is subject to reasonable rules and regulations, including security directives as American, the Authority or authorized regulatory agencies may make from time to time.

Health Administration ("**OSHA**") or as defined under 29 CFR 1910 or 29 CFR 1925 or other applicable governmental laws, rules or regulations in any way applicable to Toxic or Hazardous Materials (collectively, "**Environmental Laws**"). Tenant shall never incorporate into, or dispose of, at, on or under the Terminal or elsewhere at the Premises or at the Airport, or any portion thereof, any Toxic or Hazardous Materials. Tenant agrees not to use at, place on, or store at the Premises or at the Airport any Toxic or Hazardous Materials, except for those Toxic or Hazardous Materials that are either (1) office supplies, or (2) cleaning materials that are generally considered to be a household cleaner and are purchased in a container not larger than one (1) gallon, and then only if: (i) all such Toxic or Hazardous Materials arising therefrom, are properly labeled and contained; (ii) all such Toxic or Hazardous Materials arising therefrom, are stored, handled, transported and disposed of in accordance with highest accepted industry standards and all Environmental Laws; and (iii) if a material safety data sheet or other reporting or registration document is required under applicable Environmental Laws to accompany the Toxic or Hazardous Materials, supplies or materials or wastes or to be filed with any federal, state or local authority, a copy of such current material safety data sheet or other reporting or registration document shall be provided to Landlord. If there is a spill or other discharge of a Toxic or Hazardous Materials in the Premises to which Tenant has actual knowledge, which spill or discharge is required to be reported to any federal, state or local authority by applicable Environmental Laws, and if such spill or discharge is caused by Tenant or any "Tenant Parties" (as such term is defined below), Tenant shall immediately notify Landlord and American of the method, time and procedure for any clean-up and removal of such Toxic or Hazardous Materials; and Landlord and American shall have the right to require reasonable changes in such method, time or procedure (provided that such changes may not contradict applicable law). Tenant, to the extent of any such actual knowledge, shall further notify Landlord and American if any such spill or other discharge, whether reportable or otherwise, would in any way endanger or pose a threat to any employees, Terminal maintenance or custodial personnel or the general public. In the event there is a spill or other discharge of any Toxic or Hazardous Materials outside the Premises, which spill or discharge is required to be reported to any federal, state or local authority by applicable laws, rules or regulations, upon being so notified American is required under the Concession Area Lease to undertake to clean-up, remove and abate the condition at its cost initially, reserving the right to seek indemnification of its costs for failure of Tenant to abide by the requirements of this Section if the spill or other discharge outside the Premises is caused by Tenant or any of its members, Affiliates, employees, agents, subsidiaries, contractors, management companies or representatives (collectively, the "**Tenant Parties**"). In the event Tenant fails to comply with this Section 7.03 in respect of any contamination within the Premises caused by Tenant or any Tenant Parties, or in the event of a contamination of any other part of the Terminal and/or Airport caused by Tenant or any Tenant Parties, in addition to any other consequences thereof, Tenant shall pay or reimburse to Landlord and/or American, as the case may be, all of such party's costs for the removal, abatement and clean-up of the involved Toxic or Hazardous Materials. Similarly, if a contamination was caused by Landlord or any of its members, officers, directors, partners, Affiliates, employees, agents, subsidiaries, contractors, management companies or representatives collectively, the "**Landlord Parties**" in the Premises, Landlord (or American as required under the Concession Area Lease), as the case may be, shall reimburse all costs incurred by Tenant for the removal, abatement and/or clean-up of the involved Toxic or Hazardous Materials and for the cost of replacing or restoring any Fixed Improvements or Refurbishments damaged as a direct result thereof. Further, Guaranteed Rent shall equitably abate on a pro-rata basis for the affected portion of the Premises during any period of time that any such spill or other discharge within any portion of the Premises caused by any of the Landlord Parties materially interferes with Tenant's use of such affected portion of the Premises to the extent that Tenant is unable to operate and forced to close such affected portion the Premises for business to the public. Tenant's payment of the abated portion of the Guaranteed Rent shall recommence on the date Tenant reopens any such affected portion of the Premises for business.

(b) If a lien is filed against Tenant's leasehold interest, the Premises, the Terminal or the Airport relating to Tenant's violation of any Environmental Laws, then Tenant shall, within ten (10) days or such shorter period

Section 8.02 **USE OF PUBLIC AREAS IN TERMINAL.** The term "**public areas**" as used herein shall mean all improved areas within the Terminal which are not devoted to the exclusive use by any airline, tenant or other occupant occupying space in the Terminal including, without limitation, public transportation, loading and unloading facilities, pedestrian walkways and horizontal pedestrian movers, delivery areas, landscaped areas, community rooms, elevators, escalators, stairs and ramps, public restrooms and comfort stations, service areas, service and fire exit corridors, passageways and those areas adjacent to the Terminal containing parking facilities, if any. Tenant shall have as appurtenant to the Premises the right to the non-exclusive use in common with others of all public areas and facilities in the Terminal as designated as such by Landlord from time to time, and such reasonable access, during Tenant's normal operating hours, to the Premises. Landlord, the Authority and American each shall have the right, but not the obligation, from time to time, to modify the public areas, remove portions of the public areas from common use, permit entertainment events, advertising displays, educational displays and other displays in the public areas and lease retail merchandising units or temporary pushcarts or carts ("**RMUs**"). If Landlord determines in its discretion to place RMUs in the public areas near the Premises, such placement shall not be within fifteen (15) feet of Tenant's storefront entrance and shall not materially interfere with ingress or egress to the Premises by the public. Tenant shall not be entitled to any credit for income earned by Landlord with respect to the public areas. Tenant and its employees shall not park their cars or any other vehicles in the parking facilities except in the areas specifically designated by Landlord for employee parking. There is no free parking at the Airport for Tenant or any of Tenant's employees, contractors or customers. Tenant and its agents, employees, contractors and subcontractors shall comply with the rules and regulations with respect to parking as the same may be amended or modified from time to time and will be subject to any enforcement action (including towing) pursued by the Authority's airport police without any notice thereof. **Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority and the City of New York and their employees, agents, and representatives from and against any and all claims of the employee and/or owner of any vehicle so towed.** Landlord, American or the Authority may at any time close any public areas to make repairs or changes, to prevent the acquisition of public rights in such area, to use areas for attendant or valet parking, and to do such other acts in and to the public areas as in its judgment may be desirable.

Section 8.03 **LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE.** (a) All deliveries of equipment, supplies, materials, inventory, merchandise or products required to support the operations of Tenant shall be made to the designated loading dock areas of the Terminal. American has developed food courts and public seating areas in various locations in the Terminal which are intended to benefit all tenants, their patrons and the public. For purposes of this Sublease "**public seating areas**" means a non-exclusive, common public seating area for patrons of both retail and food service concession facilities and for the traveling public. All sanitation, cleaning, maintenance and trash removal services for such food courts and public seating areas shall be controlled by Landlord. Such responsibilities shall include, but not be limited to, cleaning including floors, trash removal, trash receptacles, food court trays (operating food court tray washing equipment as well as retrieval and distribution of food court trays to food court concession facilities), public seating area tables and chairs, related public seating area furniture and fixtures, if any, and repair, maintenance and/or replacement thereof. No deliveries of any items shall be made by any Person directly to the Premises without the prior written authorization of Landlord; and, if given by Landlord, Landlord shall have the right to revoke any such authorization at any time and for any reason. Tenant shall be advised by Landlord of all shipments for all items received at the loading dock area and Tenant shall be responsible, at its sole cost and expense, for promptly transporting all such items from the loading dock area to the Premises or to any related Storage Premises leased by Tenant. All equipment to be utilized, methods of operation and employment of personnel shall be at the sole determination of Landlord for such items which may include, but not limited to, the transporting of equipment, supplies, materials, inventory, merchandise or products in the Terminal, pest control extermination services, trash removal, refuse, recycling and compactor services, grease trap maintenance and cleaning (including waste grease removal) to the extent not required to be performed by Tenant, repair and maintenance of food courts and public seating areas furniture, fixtures and equipment

maintenance and cleaning (including exhaust hood, duct and roof top maintenance and cleaning and exhaust hood fire suppression equipment inspection and maintenance to the extent not required to be performed by Tenant), all of which shall be conducted in compliance with all applicable federal, state and local laws, regulations and ordinances including, but not limited to, FAA and TSA rules and regulations as well as all Airport rules and regulations promulgated from time to time by Landlord, American or the Authority. Tenant shall comply with all rules, regulations and directives of Landlord, American the Authority, the FAA, the TSA or any other federal or state agency of competent jurisdiction with respect to deliveries which may include, but not be limited to: (1) restrictions on delivery times (days and hours) and the time in which any vehicle may remain in the loading dock areas; (2) methods of delivering equipment, supplies, materials, inventory, merchandise or products from the loading dock areas to the Premises such as rolling carts, wheels, pallet or plastic wrap requirements; (3) delivery escort guidelines, badging, background checks, rules, instructions and training if so required which must be complied with by Tenant and all transportation companies and vendors delivering any such items to the loading dock areas; and (4) security screening of equipment, supplies, materials, inventory, merchandise or products. Landlord, American and the Authority may deny access or require any vehicle to be removed for failure to follow any such rules, regulations, directives and guidelines that may be established by Landlord, the Authority or applicable governmental agencies from time to time. The foregoing is in addition to the requirements of Section 27.24.

(b) Tenant shall have the non-exclusive use, in common with other tenants and users of the Terminal, to the loading dock areas as provided in this Section 8.03 and to the food courts, public seating areas and other designated common areas of the Concession Area subject to the control and management thereof at all times by Landlord, provided that Landlord and American, at their sole cost, each reserves the right to make any changes which they deem appropriate to the loading dock areas and the food courts, public seating areas and other designated common areas of the Concession Area, including relocating and/or eliminating all or any part thereof to assure public safety and convenience or to assure efficient operation of the Concession Area or the Terminal.

(c) Pursuant to the Concession Area Lease, (1) American is generally responsible for all structural maintenance, repair and/or replacement of the Base Building Work in the Concession Area and the Terminal, and (2) Landlord is otherwise generally responsible for the maintenance, upkeep and repair of the Concession Area to the extent not the obligation of the tenants of the Concession Area.

Section 8.04 **LOGISTICAL SUPPORT AND PUBLIC AREA MAINTENANCE FEE.** (a) Tenant and all of Landlord's other subtenants, shall use and share the prorated cost of common logistical support and common operation maintenance service providers provided by various independent contractors selected and contracted with in the sole discretion of Landlord. Tenant shall pay to Landlord, as Additional Rent, a fee (the **"Logistical Support and Maintenance Fee"**) equal to Tenant's proportionate share (as described in Section 8.04(b) below) of Landlord's actual and commercially reasonable out-of-pocket costs and expenses incurred in order to manage the loading dock areas and maintain and service the food courts, public seating areas and other designated common areas of the Concession Area (**"Operating Costs and Expenses"**). These expenses include, without limitation: all costs and expenses of every kind and nature, foreseeable or unforeseeable, paid or incurred by Landlord for any service providers with respect to the food courts, public seating areas, purchase of tray wash equipment; floor cleaning (sweeping and mopping) and storefront cleaning services and cleaning of food court amenities, furnishings and equipment; food tray retrieval, washing and distribution; management of the loading dock areas for Tenant deliveries and distribution and delivery vehicle escort services; trash removal; repair and replacement of tray wash equipment and food court chairs, tables, and food trays. By way of example, Operating Costs and Expenses shall include, but not be limited to, the full cost of all labor costs (including both on-site and independent third party off-site supervisory personnel) as well as the cost of uniforms and identification badges for all such personnel employed to: (1) provide centralized trash, refuse and recycling material removal services in the Terminal for

all concession facilities, and in loading dock areas and storefront façade cleaning services for all concession facilities; (2) manage, operate, maintain, repair, clean and replace the loading dock areas and equipment and the areas surrounding the trash dumpsters; (3) operate the vehicle escort delivery service across the airfield and to maintain, repair and/or replace the escort delivery service equipment; (4) assist in the delivery of equipment, supplies, goods, inventory, merchandise and products (which may need to include a central commissary system); (5) to the extent not otherwise charged directly to subtenants, provide security screening services for equipment, supplies, goods, inventory, merchandise and products; (6) operate, maintain and clean the food courts and public seating areas, cleaning and maintenance of the grease trap system, waste grease removal, cleaning and maintenance of exhaust hood, duct and roof top systems and inspection and maintenance of exhaust hood fire suppression equipment; (7) provide pest extermination services for all concession facilities; (8) the cost of all supplies and equipment utilized to clean the food courts and public seating areas; (9) cost of all trash removal receptacles and equipment for the food courts and public seating areas; (10) the cost to purchase, maintain, repair and/or replace all public seating areas tables, chairs, trash removal receptacles and equipment, furniture and fixtures; (11) the cost to purchase, clean, maintain, repair and/or replace the food trays used by patrons and to operate, maintain, repair and/or replace the food tray washing facilities and equipment; (12) any and all other direct costs and expenses which Landlord deems reasonably necessary or desirable in order to properly maintain and provide such services described herein in an efficient and acceptable manner. The preceding is for definitional purposes only and shall not impose any obligation upon Landlord to incur such expenses or provide such services. Tenant shall comply in all respects with such procedures and the policies established by Landlord with respect to common logistical support and common operation maintenance services.

(b) The proportionate share to be paid by Tenant shall be that portion of Operating Costs and Expenses which the Floor Area in the Premises bears to the total Floor Area in the Concession Area which has been leased to subtenants who are in occupancy and contributing to the Logistical Support and Maintenance Fee; provided, however, any Floor Area in the Concession Area which is excluded from the foregoing calculation shall not exceed twenty percent (20%) of the gross leaseable Floor Area of all concession facilities in the Concession Area but such restriction shall not be applicable until Landlord has completed the entire phase-in schedule with respect to the implementation of the new concession program in the Terminal. Annual increases in Tenant's proportionate share shall not exceed fifteen percent (15%), which increases shall be based solely on the actual increase to Landlord of Operating Costs and Expenses and without profit to Landlord, other than extraordinary costs imposed by local, state or federal regulations or as may otherwise be requested by Tenant from time to time as compared to the immediately preceding Lease Year following completion of the entire phase-in schedule with respect to the implementation of the new concession program in the Terminal.

(c) The Logistical Support and Maintenance Fee following the Rental Commencement Date shall be paid to Landlord as Additional Rent in equal, consecutive monthly installments on or before the first (1st) day of each calendar month, in advance, in an amount estimated by Landlord from time to time. All sums not received within five (5) days after written notice from Landlord shall be delinquent and shall be a default as defined in Article XIX. Subsequent to the end of each Lease Year, Landlord shall furnish Tenant with a detailed statement of Tenant's proportionate share of such Operating Costs and Expenses for such period showing the general method of computing such proportionate share. Tenant shall not have any inspection or audit rights of any of Landlord's books and records pertaining to Operating Costs and Expenses and the Logistical Support and Maintenance Fee. Tenant hereby expressly waives any rights, whether by statute or otherwise, to conduct any such inspection or audit. If the total amount paid by Tenant under this Section 8.04 for any such Lease Year shall be less than the actual amount due for any such Lease Year as shown on Landlord's statement, Tenant shall pay the difference between the amount paid and the actual amount due within thirty (30) days after the furnishing of each such statement. If the total amount paid by Tenant under this Section 8.04 for any such Lease Year shall exceed the actual amount due for such Lease Year, such excess shall be credited against the next payment(s) due from Tenant to Landlord for Operating Costs and Expenses under this Sublease. If at

the end of the Term of this Sublease, the total amount paid by Tenant under this Section 8.04 for such final Lease Year shall exceed the actual amount due for such final Lease Year, such excess shall be refunded to Tenant within sixty (60) days after Tenant has vacated the Premises in the condition required at the conclusion of this Sublease and after all Rentals and other sums due Landlord from Tenant under this Sublease have been paid in full; or Landlord shall be entitled to deduct any such remaining sums due from any such excess. Landlord may estimate the annual budget and charge the same to Tenant on a monthly basis, subject to revision of the budget from time to time and final annual adjustment based upon actual Operating Costs and Expenses for the Logistical Support and Maintenance Fee.

(d) If Tenant suffers damages to equipment, materials, supplies, inventory, merchandise and products or any injuries to persons as a result of the activities of the various independent contractor service providers, Tenant shall only look to the independent contractor service provider who caused such damage or injuries for any recovery. Landlord, American and the Authority (including their members, shareholders, directors, officers, agents, representatives or employees) shall not be liable to Tenant for any loss of business or any indirect, incidental, special, consequential or exemplary damages or lost profits arising out of or relating to the activities of the various service providers, except to the extent that any such damage is due solely to the gross negligence or willful misconduct of Landlord or American.

ARTICLE IX. SIGNS

Section 9.01 TENANT'S SIGNS. The design, construction, location, use and maintenance of Tenant's signs (whether blade or band signs) are subject to the provisions of the Authority's TAA Process, the Tenant Construction Review Manual and the Design Guidelines. Tenant shall affix a sign to the exterior surface of the storefront of the Premises subject to the advance approval of Landlord, American and the Authority in compliance with the Authority's TAA Process, the Tenant Construction Review Manual and the Design Guidelines. Tenant shall pay all costs of fabricating, constructing, operating and maintaining such exterior storefront sign(s). Tenant shall keep said sign(s) well lit during such hours as Landlord shall designate and shall maintain said sign(s) in good condition and repair during the entire Term hereof. Said sign(s) shall conform to the criteria for signs contained in the Tenant Construction Review Manual, the Design Guidelines; and the size, content, design and location thereof shall be subject to the prior written approval of Landlord, American and the Authority pursuant to the TAA Process. Except as hereinabove mentioned, Tenant shall not place or cause to be placed, erected or maintained on any exterior door, wall, window or the roof of the Premises, or on the interior or exterior surface of the glass of any window or door of the Premises, or on any sidewalk or other location outside the Premises, or within any display window space in the Premises, or within one (1) foot of the front of the storefront leaseline, whether or not there is display window space in the Premises, or within any entrance to the Premises, any sign (flashing, moving, hanging, handwritten, or otherwise), decal, placard, decoration, flashing, moving or hanging lights, lettering, or any other advertising matter of any kind or description; provided, that subject to the prior written approval of Landlord with respect to design and placement, Tenant may place decals relating to charge cards accepted and alarm system used for safety purposes on glass storefronts where warranted. No symbol, design, name, mark or insignia adopted by either Landlord, American or the Authority for the Terminal or the Airport shall be used without their prior written consent. Notwithstanding the foregoing, if Landlord or American, in their reasonable business judgment, determines that any such materials are unacceptable, improper or inappropriate for the Terminal, Tenant shall remove the same immediately upon verbal notice from Landlord and Landlord may remove the same if Tenant shall fail to do the same within twenty-four (24) hours thereafter without any liability. Tenant, upon obtaining Landlord's prior consent not to be unreasonably withheld, may utilize its customary interior signs, placards and decorations provided they are professionally prepared and in good taste and are utilized in a manner substantially similar to the manner which Tenant employs in its first-class stores located in large, urban airports and regional shopping centers in the United States, and, further, so long as the same comply with American's and the Authority's requirements and the Authority's TAA Process. If Tenant, in

Landlord's reasonable and sole discretion, shall be in default of this Section 9.01 which is not cured within forty-eight (48) hours after notice, Tenant shall pay as liquidated damages and not as a penalty, the sum of One Hundred Fifty Dollars ($150.00) for each day of default in order to reimburse Landlord for the additional administrative expenses resulting therefrom.

Section 9.02 **TENANT'S INTERIOR ADVERTISING AND DISPLAY WINDOWS.** Tenant acknowledges and agrees that the condition and appearance of its interior advertising and display windows facing into or in any manner visible from the Terminal property including exterior glass windows (if any) is important to Landlord, American and the Authority. If Tenant installs such interior advertising displays or window displays or any signs in the window display facing into or in any manner visible from the public areas of the Terminal which any of Landlord, American or the Authority reasonably determines to be objectionable to the general character and appearance of the Terminal, Tenant agrees to remove the stanchions, window display and/or signs within forty-eight (48) hours after notice. If Tenant fails or refuses to remove such advertising, window displays or signs, Tenant hereby grants Landlord the right to remove the objectionable advertising, displays or signs at Tenant's expense. Tenant agrees that its interior advertising displays and window displays will be designed and printed in a professional manner and will contain only first class products. Tenant shall not display any advertising, promotional or informational pamphlets, circulars, brochures or similar materials outside the Premises without the prior written consent of Landlord and American. No temporary signs or displays will be used by Tenant including any employment opportunity signs, except for temporary holiday decorations, which shall also be designed and printed in a professional manner. Notwithstanding the foregoing, if Landlord or American determine that any such materials are not appropriate for the Terminal, Tenant shall remove the same immediately upon verbal notice from Landlord and Landlord may remove the same if Tenant shall fail to do the same within twenty-four (24) hours thereafter, at Tenant's expense. At a minimum, Tenant shall refresh and change the interior advertising items and signs in the display windows on a quarterly basis during each Lease Year. If Tenant, in Landlord's reasonable and sole discretion, shall be in default of this Section 9.02 which is not cured within forty-eight (48) hours after notice, Tenant shall pay as liquidated damages and not as a penalty, the sum of One Hundred Fifty Dollars ($150.00) for each day of default in order to reimburse Landlord for the additional administrative expenses resulting therefrom.

ARTICLE X. MAINTENANCE AND REPAIRS

Section 10.01 **TENANT'S OBLIGATIONS FOR MAINTENANCE.** (a) Except for American's obligations pursuant to the Authority Lease and the Concession Area Lease for structural maintenance, repair and/or replacement of the Base Building Work in the Premises, Tenant, at Tenant's sole cost and expense, shall keep and maintain in a first-class appearance, in a "like new" condition equal to or better than that which existed when Tenant initially opened the Premises for business, reasonable wear and tear excepted, and in a safe, clean, neat, sanitary and lawful order, good condition and repair (including replacement of parts and equipment, if necessary), the Premises and every part thereof and any and all appurtenances thereto wherever located, including, without limitation, surfaces of all walls, windows and window casings and sills (both interior and exterior), the interior and exterior portion of all doors, door frames and door checks, other entrances, plate glass (except outside surfaces of windows, window casings and sills located on the exterior of the Terminal building, if any), storefronts, wall coverings, floor coverings, ceilings, relamping and/or replacement of light fixtures, trade fixtures, Fixed Improvements, Operating Equipment, HVAC (as defined in Section 12.01(d)) and electrical and other utility systems and utility branch lines exclusively serving the Premises (whether or not located within the Premises), sprinkler systems and sprinkler heads exclusively serving the Premises (whether or not located within the Premises), and all other repairs, replacements, renewals, restorations, interior and exterior, ordinary and extraordinary, foreseen and unforeseen that relate to all work by or on behalf of Tenant pursuant to Article V, **Exhibit D** and the Design Guidelines. For the purposes of this Article, the installation, maintenance, repair and replacement of a sprinkler system, fire alarm

system, communication system or any repairs or work involving asbestos or other hazardous materials or involving compliance with Local Laws #5 of 1973, #16 of 1984, #58 of 1987 and the Americans With Disabilities Act and any successor laws of like import shall be deemed to (a) be non-structural maintenance, repairs and/or replacements, and (b) not involve the Base Building Work.

(b) Tenant's maintenance and repair of the Premises is an obligation which runs directly to Landlord, American and the Authority and includes all of the following duties:

(1) Tenant, at its own expense, shall install and maintain fire extinguishers, fire hoses and other fire protection devices as may be required by Landlord, American, the Authority, the applicable fire marshall official, any agency having jurisdiction over the Premises or by the insurance underwriter insuring the Terminal.

(2) Tenant shall obtain Landlord's prior written approval of the materials used in any plate glass or window glass installation, repair or replacement and of the contractor performing any such repair or replacement (the foregoing is subject to Landlord's sole discretion).

(3) Tenant, at all times and at its sole cost and expense, shall use the Premises with care. Maintenance, repairs and replacements shall be accomplished as necessary to maintain the Fixed Improvements and Operating Equipment and trade fixtures in a first-class "like-new" condition. Tenant shall repaint, retile, recarpet or replace wall coverings, floor coverings and ceiling coverings as reasonably necessary; and high traffic areas shall be repainted, retiled, recarpeted on a regular basis or as otherwise reasonably directed by Landlord to maintain a high quality, first-class appearance; and all furniture and furnishings that become worn or torn shall be promptly replaced.

(4) Tenant, at its own expense, shall provide complete and adequate arrangements for the sanitary handling and disposal of all trash, garbage, recycling materials and other refuse generated in the Premises, including suitable receptacles situated in locations determined by Landlord. Such shall be removed at times and in a manner which will cause minimum interference with the use of the Terminal by the public and other authorized persons. Tenant shall be required to participate in American's recycling program, if any, as appropriate. Tenant shall also furnish, at its own expense, custodial services for the Premises. The piling of boxes, cartons, containers or other similar items in the public areas or in the Premises is not permitted.

(5) With respect to utility systems and lines servicing the Premises, (a) in areas where such utility systems and lines serve other areas in the Terminal in addition to the Premises, Tenant, at its own expense, shall only be responsible for the maintenance of the utility branch systems and utility branch lines located within or exclusively serving the Premises, (b) where utility systems and lines are installed by Tenant and solely for its use, Tenant shall have the sole responsibility, at its own expense, for the maintenance, repair and replacement thereof from the Premises up to the American-maintained main utility systems or lines or to the shut-off valves located in the Terminal, as appropriate, (c) Tenant shall have sole responsibility, at its own expense, for the maintenance, repair and replacement, as necessary, of all electrical, telephone, data transmission and other communication cables, conduits, wiring, fire alarm systems and protection devices, wiring panels and associated equipment located within or exclusively serving the Premises. American reserves the right to maintain, repair or replace any such utility systems and lines.

(6) Tenant shall prepare a comprehensive preventive maintenance program for all equipment and lines for which it is responsible to maintain and submit the same to Landlord and shall maintain such program on a current basis. Tenant shall report all malfunctions to all systems, lines, devices and equipment installed or located within the Premises to Landlord as promptly as possible after discovery and shall provide timely notice to Landlord as required by this Sublease with respect to maintenance issues.

(7) All repairs, replacements and maintenance by Tenant hereunder shall comply with all of the applicable provisions of the TAA Process, as the same may be amended from time to time by the Authority in their sole discretion, shall be performed in accordance therewith and with the applicable provisions of the Design Guidelines and shall be subject to the Landlord's prior written approval, such approval to be determined in Landlord's sole discretion. All such maintenance, repairs and replacements shall be of a quality equal to the original in materials and workmanship; Landlord shall have the right to disapprove any improvements, replacements or alterations which, in its judgment, are of a design, quality, condition or in any color or in any other way deemed to be inconsistent with the Design Guidelines, the TAA Process or the general character and design of the Terminal.

(8) Landlord, American and the Authority each reserves the right to interrupt temporarily the heating, air conditioning, plumbing, fire sprinkler, electrical services and any and all other utility services when necessary to make repairs, alterations, replacements or improvements thereto; and no such party shall have any responsibility or liability to Tenant (including consequential damages and lost profits) for failure to supply heat, air conditioning, any other utilities or plumbing or, when prevented from doing so by laws, orders or regulations of any federal, state or local agency or as a result of strikes, accidents, force majeure or by any other cause whatsoever beyond their control. Landlord shall provide Tenant with as much advance notice as reasonably possible and under the circumstances shall use reasonable efforts to avoid interrupting Tenant's business operations except as deemed necessary by Landlord, American or the Authority.

(c) In no event shall Landlord be liable for consequential damages or Tenant's lost profits claimed to be caused by any failure of maintenance or repair. If Tenant does not, upon reasonable notice and opportunity to Tenant to cure, considering the nature of the maintenance or repair, commence such maintenance and repairs as set forth herein that are required to be performed by Tenant or fails to diligently continue to complete such maintenance or repairs, then Landlord, American or the Authority, in addition to any other remedy which may be available to them, may enter the Premises and perform such maintenance or repair, as they determine, in their sole and absolute discretion, is required. **Tenant shall indemnify and save harmless Landlord, American, the Authority and the City of New York from all injury, loss or damage to any Person or property occasioned by Landlord's, American's or the Authority's completion of such maintenance or repair, except to the extent such loss or damage is solely the result of the gross negligence or willful misconduct of Landlord, American, or their respective employees, agents or contractors.** Tenant shall reimburse Landlord for any and all reasonable costs incurred in completing such maintenance or repair, together with Late Interest from the date Landlord, American or the Authority incurred such costs. Landlord, without prior notice to Tenant, may enter the Premises and make inspections as often as it considers necessary, to determine the proper maintenance of the Premises by Tenant. The provisions of this Section 10.01 shall survive the expiration or earlier termination of this Sublease.

ARTICLE XI. INSURANCE AND INDEMNITY

Section 11.01 TENANT'S INSURANCE. (a) Tenant, at its sole cost and expense, shall, during the entire Term hereof, procure and maintain the following insurance in not less than the following amounts: (1) commercial general liability insurance with respect to the Premises and the operations in, on or about the Premises, in which the combined limits shall be not less than Five Million Dollars ($5,000,000.00) per occurrence, broad form/extended coverage, insuring for bodily injury, death and property damage and including, without limitation, premises operations, products-completed operations, explosion, collapse, underground property damage and independent contractors coverage, with such commercial general liability insurance containing a contractual liability endorsement covering the obligations assumed by Tenant under Sections 7.03, 11.03 and all other of Tenant's indemnification obligations under this Sublease, such insurance not to contain any care, custody or control exclusions which would conflict with or in any

way impair coverage under the contractual liability endorsement and business automobile liability insurance covering all owned, hired and non-owned vehicles, in which the limits for landside vehicle/mobile equipment operation shall be not less than Two Million Dollars ($2,000,000.00) per occurrence combined single limit, insuring for bodily injury, death and property damage and in which the limits for airside vehicle/mobile equipment operation, if applicable, shall be not less than Twenty-Five Million Dollars ($25,000,000.00) per occurrence combined single limit, insuring for bodily injury, death and property damage; (2) all risk property insurance, including plate glass coverage, against fire, extended coverage, vandalism, malicious mischief, water damage, which does not exclude backup from sewers or drains or sprinkler leakage, and such other additional perils including flood as now are or hereafter may be included in a standard extended coverage "ISO Special Form" policy or its equivalent from time to time in general use in the county in which the Terminal is located, insuring Tenant's merchandise, products, Fixed Improvements, Refurbishments, trade fixtures, furnishings, Operating Equipment and all other items of personal property of Tenant located on or in the Premises or the Terminal in an amount equal to the full replacement cost thereof; (3) statutory workers' compensation coverage as required by the State of New York from time to time and including Employer's Liability Insurance in the amount of One Million Dollars ($1,000,000.00) for each accident, One Million Dollars ($1,000,000.00) for each employee, by disease, One Million Dollars ($1,000,000.00) policy aggregate by disease; (4) builder's risk (ALL RISK) insurance covering construction and installation of the Fixed Improvements and Refurbishments and Operating Equipment during the performance thereof, including, without limitation material delivered to the site but not attached to the realty as more particularly described in **Exhibit D**, naming Landlord, American, the Authority, the City of New York, Tenant and their respective contractors and subcontractors as additional insureds or as loss payees (as applicable to the type of insurance provided) and provide that the loss shall be adjusted with and payable to Tenant and used for the repair, restoration or rebuilding of the Fixed Improvements and Refurbishments and Operating Equipment, as necessary; (5) business interruption insurance in amounts at least sufficient to cover, and applicable to, all Rentals, fees, charges and other payments that are payable by Tenant to Landlord under this Sublease for a period of not less than twelve (12) months for any business interruption losses in business revenue that occur when the Premises or any portion thereof is unusable or is out of operations due to fire or any other risks or hazards that are normally covered under a standard form of "ISO Special Form" policy or its equivalent or for any other reason; (6) the insurance required under the Authority's TAA Process; (7) such other insurance as may be required by Landlord, American or the Authority from time to time after suitable notice thereof based upon circumstances in the Terminal and imposed upon other concession operators in the Terminal; and (8) if the Permitted Use permits the sale of alcoholic beverages, Tenant shall also procure and keep in force liquor law liability insurance (on an occurrence basis), in which the limits shall not be less than Five Million Dollars ($5,000,000.00) per occurrence, broad form/extended coverage, which shall insure against all claims, demands and actions for injury to, and/or death to, one (1) or more persons in one (1) or more accidents, and for property damage, as well as for damages due to time loss and means of support; so that at all times Landlord, American and the Authority will be fully and completely protected against any claims that may arise by the dispensing of beer, wine and/or other spirited or alcoholic beverages in the Premises; provided, however, that Landlord and Tenant acknowledge and agree that commercially available liquor law liability insurance coverage contains specific exclusions. **Tenant agrees to indemnify and hold harmless Landlord, American, the Authority and the City of New York, their respective Affiliates, parent corporations, subsidiaries, directors, officers, partners, shareholders, representatives, members, management companies, agents and employees, from and against any loss or claim arising under such exclusions.** Notwithstanding the foregoing, Tenant specifically understands and agrees that Landlord and American have the right, on their own initiative or as requested by the Authority, to require Tenant to make reasonable additions, deletions, amendments or modifications to the above minimum insurance requirements or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as American may deem reasonably necessary or as the Authority may deem necessary. Landlord will not increase the above-required coverage amounts or limits in excess of five percent (5%) in any Lease Year

during the Term, unless such increase is required for reasons beyond Landlord's control, and Tenant shall so adjust the amounts or limits of the insurance carried by Tenant hereunder and shall provide Landlord with Certificates indicating the adjusted amounts or limits as provided in this Section 11.01. All policies of insurance required to be carried by Tenant pursuant to this Sublease shall be written by insurance companies of adequate financial capacity (having a A.M. Best's rating and Financial Size Category of not less than A-VII or better) and qualified to do business in the State of New York. Any such insurance required of Tenant hereunder may be furnished by Tenant under any blanket policy carried by it, with any amendments or endorsements that may be necessary to conform to the requirements of this Article XI or under a new or separate policy therefor. An insurance certificate or certificates (and endorsements where same become necessary) from Tenant's insurer, certifying that such policy has been issued, provides the coverage required by this Section 11.01 and contains all of the provisions specified in this Section 11.01 (including, without limitation, naming of additional insured and/or loss payee entities as required by Section 11.01(b) below), shall be delivered to Landlord prior to the commencement of the Term hereof, and certificates in connection with all renewals (if any), not less than thirty (30) days prior to the expiration of the term of each such policy. In addition, if requested by American, Tenant shall promptly deliver to Landlord a certified copy of each policy bearing the endorsement of or accompanied by evidence of payment of the premium thereof. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant and certificates delivered to Landlord prior to any such expiration or termination.

(b) Each policy evidencing insurance required to be carried by Tenant pursuant to this Section 11.01 shall contain the following clauses and provisions: (1) a provision that such policy and the coverage evidenced thereby shall be primary and noncontributing with respect to any policies carried by Landlord, American or the Authority and that any coverage carried by Landlord, American or the Authority be excess insurance; (2) except for workers' compensation and employers' liability coverage, a provision including the parties set forth on **Exhibit F** and any other parties designated in writing by Landlord from time to time as additional insured and/or loss payee entities, as applicable; (3) a waiver by the insurer of any right to subrogation against Landlord, American and the Authority and other additional insured and/or loss payee entities, their respective agents, commissioners, directors, employees, insurance carriers, officers and representatives which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, American or the Authority, their respective agents, commissioners, directors, employees, insurance carriers, officers or representatives; (4) a severability of interest clause or endorsement; (5) a provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving Landlord, American and the Authority at least thirty (30) days prior written notice; (6) a provision that such policy is an occurrence-form policy; and (7) a provision or endorsement that the insurer shall not, without obtaining 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 and employees, the governmental nature of the Authority or the provisions of any statutes respecting suits against the Authority. Such liability policies shall also provide or contain an endorsement providing that the protections afforded Tenant thereunder with respect to any claims or actions against Landlord by a third Person shall pertain and apply with like effect with respect to any claim or action against Tenant by Landlord, American or the Authority, and that such protections shall also pertain and apply with respect to any claim or action against Landlord, American or the Authority, including by Tenant, but such endorsement shall not limit, vary or affect the protections afforded Landlord, American and the Authority thereunder or other named insureds as an additional insured. The "All Risk" property insurance coverage shall name Landlord, American and the Authority as additional loss payees to the extent of their respective interests and shall provide that any loss shall be adjusted with and payable to Tenant, Landlord and American (to the extent of Landlord's or American's loss) and to the extent Landlord or American receives insurance proceeds from such policies or otherwise participates in the adjustment of claims thereunder, Landlord shall (and American is obligated under the Concession Area Lease to) cooperate with Tenant and shall make all of such proceeds available to Tenant to cover the cost of restoration of such

Tenant's merchandise, products, Fixed Improvements, Refurbishments, trade fixtures, furnishings, Operating Equipment and all other items of personal property.

(c) In the event that Tenant fails to procure and to maintain, at the times and for the duration specified in this Section 11.01, any insurance required by this Section 11.01, or fails to carry insurance required by law or governmental regulation, Landlord may (but shall not be required to) at any time and from time to time, and upon five (5) days notice to Tenant, procure such insurance and pay the premiums therefor; and the cost of same shall be deemed Additional Rent and shall be payable by Tenant within ten (10) days after receipt of Landlord's written demand. Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will violate Landlord's, American's, the Authority's or the Airport's policies of hazard or liability insurance or which will prevent Landlord, American or the Authority from procuring such policies in companies acceptable to Landlord, American and the Authority.

(d) If at any time any of Tenant's insurers issuing such policies shall not maintain the minimum rating required above, Tenant shall promptly obtain a new and satisfactory policy in replacement.

Section 11.02 **LANDLORD'S AND AMERICAN'S INSURANCE.** Landlord has the obligation to carry the insurance set forth in the Concession Area Lease but only to protect the interests of Landlord, American and the Authority. Landlord, by virtue of this Sublease or otherwise, has no obligation to protect the interests of Tenant or to name Tenant as an additional insured under any of its insurance covering the Terminal. American is obligated to maintain the types of insurance required under the Authority Lease.

Section 11.03 **INDEMNIFICATION.** **(a) Tenant shall defend, indemnify and hold harmless Landlord, American, the Authority and the City of New York (including the New York City Economic Development Corporation, a local development corporation formed pursuant to Section 1411 of Not-For-Profit Corporation Law of the State of New York, or such successor entity as may be designated by the City of New York) and their respective directors, officers, employees, agents, commissioners, representatives and Affiliates (collectively, the "Indemnitees") from and against any and all claims, demands, actions, causes of action, suits, fines or judgments asserted, imposed or obtained by third parties, and the costs (including reimbursement of Indemnitees' reasonable costs and expenses of any related legal proceedings or attorneys' fees), expenses, losses, liabilities (including, without limitation, claims and demands for death or personal injuries, or for property damages) and damages of all kinds related to such third party claims, arising out of the construction of Fixed Improvements or Refurbishments or the improper use or occupancy of the Premises by Tenant or out of any other acts or omissions of, or any breaches or defaults under the terms or conditions of this Sublease by Tenant or Tenant's Parties in the Premises or other areas in the Terminal and/or elsewhere at the Airport including, without limitation, claims and demands of any of the occupants in the Concession Area or of the City of New York, from which the Authority derives its rights in the Airport (collectively, the "Claims"). The foregoing indemnification shall not apply to a particular Indemnitee, other than the Authority, to the extent that a Claim is caused or contributed to by the negligence or willful misconduct of such Indemnitee other than the Authority. As a condition to the foregoing indemnification with respect to Claims and demands for indemnification made by any Indemnittee: (1) Landlord or the Indemnitee shall give Tenant prompt written notice specifying with reasonable particularity any Claim that Landlord or the Indemnitee reasonably believes may become the basis for indemnification pursuant to this Section 11.03; (2) Landlord, the Indemnitee and their directors, officers, employees and representatives shall cooperate fully in the defense of such Claim; (3) to the extent permitted under the Concession Area Lease and/or the Authority Lease, Tenant shall have the right to contest, defend or litigate, and to retain counsel of its choice in connection with any proceeding or litigation which would give rise to a claim for indemnification under this Section 11.03; and (4) to the extent permitted under the Concession Area Lease and/or the Authority Lease, Tenant**

shall have the sole and exclusive right to settle any proceeding or litigation which could give rise to a claim for indemnification under this Section 11.03 (provided such settlement would not result in any loss, cost, harm, expense, damage or liability to any of the Indemnitees). A failure by Landlord or an Indemnitee to timely notify Tenant of any Claim shall excuse Tenant's obligations hereunder only to the extent the defense of such Claim is prejudiced thereby.

(b) Tenant represents that it is the owner of or fully authorized to use or sell any and all intellectual property used or sold by it in its activities under or in any way connected with this Sublease. **Without in any way limiting its obligations hereunder, Tenant agrees to indemnify, defend and hold harmless the Indemnitees of and from any loss, liability, expense, suit or judgment in connection with any actual or alleged infringement of any patent, service mark, trademark, trade name or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the activities of Tenant under or in any way connected with this Sublease.** With respect to claims or demands against Indemnitees for actual or alleged infringement of any patent, service mark, trademark, trade name or copyright, or for actual or alleged unfair competition or other similar theories arising out of the operations of Tenant, Tenant shall pay or reimburse Indemnitees all actual and reasonable attorneys' fees and costs of defense that Indemnitees may incur in defending any such intellectual property or unfair competition claims or demands.

(c) Tenant agrees to include in all franchise or license agreements and construction contracts and other agreements involving Tenant, a provision by which such franchisee, licensee or contractor agrees to defend, indemnify and hold harmless the Indemnitees, on at least the same basis and to the same extent as required of Tenant under this Section 11.03. The obligations set forth in this Section 11.03 shall survive the expiration or earlier termination of this Sublease.

Section 11.04 INJURY CAUSED BY THIRD PARTIES. Tenant covenants and agrees that Landlord, American and the Authority (including their respective agents, employees, officers, directors, commissioners, members and shareholders) shall not be responsible or liable to Tenant, or any entity or person claiming by, through or under Tenant, for any injury, death or damage to persons or property resulting from any latent defect in the Premises, the Terminal, the Airport or appurtenant areas; or from any acts or omissions of entities, persons, tenants or other occupants occupying adjoining premises in the Terminal or any other part of the Airport or the agents, servants, employees, contractors or invitees of such entities, persons, tenants or occupants; or from fire, electricity, water, snow or leaks from any part of the Terminal or Terminal systems or Airport, including sprinkler systems; or from any other cause of whatever nature, unless any of the matters described in this Section 11.04 are: (i) caused by or due to the negligence or willful misconduct of Landlord or any Landlord Parties other than American or the Authority, in which case only the party that acted negligently or with willful misconduct shall be responsible or liable; or (ii) caused by or due to the gross negligence or willful misconduct of American, its agents and employees (to the extent as such parties are obligated under the Concession Area Lease) , in which case only the party that acted grossly negligent or with willful misconduct shall be responsible or liable.

ARTICLE XII. UTILITIES

Section 12.01 UTILITY SERVICES AND CHARGES. (a) Pursuant to the Concession Area Lease, American is obligated to provide access to reasonable and normal amounts (as determined by Landlord and American) of electric, heat, air conditioning, domestic cold water (if applicable), high temperature hot water (if applicable), gas (if applicable) and sewage (if applicable) services to the Premises for use by Tenant provided by utility systems, connections and related equipment existing as of the Commencement Date; but neither Landlord nor American have any obligation to provide telephone or data transmission and communication services to the Premises. The types, capacities and amounts of the various utilities which are

being provided by American to the Concession Area, including the Premises, are set forth on the Utilities Matrix, which is included as an exhibit to the Concession Area Lease. All of such utilities, except for electricity for all food & beverage concession locations, and telephone and data communication services, are to be provided without charge by American in accordance with the Concession Area Lease. Should Tenant require access to utility services over and above those provided by American as set forth on such Utilities Matrix, Tenant shall pay directly for the costs of extending those additional utilities to the Premises, if available. Tenant shall be solely responsible for all fees, deposits and charges, including use or connection fees, hook-up fees, standby fees, and the like, for fire alarm, burglar alarm, telephone, data transmission and communication and cable television used in or upon or furnished to the Premises, including, without limitation, any services to be supplied by American, irrespective of whether any of the foregoing are initially paid in advance by American, Landlord or otherwise.

(b) Tenants who operate a food & beverage concession facility shall be solely responsible for, and shall promptly pay for the construction and installation of, electric check meters required for all electricity to be consumed within the Premises. Any such check meters required for the conduct of business operations in the Premises shall be installed by Tenant, at its sole cost and expense, in locations approved by Landlord, American and/or the appropriate public utility service provider. If the Permitted Use provides for display and sale of food and beverages, Tenant shall pay to Landlord American's actual cost of purchasing the electricity consumed as measured by a separate check meter to be installed by Tenant pursuant to the Final Drawings. Any such charges shall be billed to Tenant in arrears and shall be paid, as Additional Rent, to Landlord with the next monthly installment of Guaranteed Rent following Tenant's receipt of the invoice therefor from Landlord.

(c) Landlord, American or the Authority shall not be liable for damages, loss of business, loss of profits or otherwise for any interruption, reduction, disruption, curtailment or failure in the supply, quality or character of electricity, services from a central utility plant or any other utility or other service, or if either the quantity, quality or character thereof is changed or is no longer available for Tenant's requirements, any such interruption, reduction, disruption, curtailment, failure or change in quantity, quality or character will not excuse or relieve Tenant from its obligations hereunder, including but not limited to the payment of Rentals or all other sums, damages, fees, costs and expenses payable under this Sublease. Except as otherwise provided by applicable law, any such interruption, reduction, disruption, curtailment, failure or change in quantity, quality or character shall not constitute or be deemed to constitute actual or constructive eviction of Tenant. Any obligation of American to furnish utilities is conditioned upon the availability of adequate energy sources. American has the right to reduce heating, cooling and lighting within the Premises and the public areas as required by any mandatory or voluntary fuel or energy saving allocation, or similar statute, regulation, order or program. No such interruptions, reductions, disruptions, curtailments or failures shall entitle Tenant to any abatement of Rentals or relieve Tenant from fulfillment of any covenant or agreement set forth in this Sublease, except as specifically provided in this Section 12.01(c). Notwithstanding the foregoing, if Tenant is prevented from opening to the public for more than five (5) days during any Lease Year by an interruption in utility services due to the negligence of Landlord or American, including, without limitation, electricity, gas, water, plumbing, sewage, telephone communications, heating, ventilation, or air conditioning, but American's operations and the flow of Enplaned Passengers nevertheless continue normally through such interruption of utility services in the Premises, Guaranteed Rent that would otherwise apply during such period will be reduced by the proportion that three hundred sixty-five (365) days bears to the actual number of days Tenant was able to operate during such calendar year.

(d) If applicable, Tenant shall operate its additional heating, ventilating and air conditioning system(s) ("**HVAC**") serving the Premises so as to maintain comfortable conditions during its hours of operation. Temperatures in the Premises shall be compatible with temperatures in the Terminal. Tenant's obligation to connect to the services supplied by American, as set forth in this Section 12.01 and **Exhibit D**, as well as

Tenant's operation and maintenance of its HVAC system(s) within the Premises, shall be as set forth herein, in **Exhibit D** and in any related document(s), such as the Design Guidelines or approved Final Drawings. If Tenant desires to install any equipment which shall exceed the capacity of any utility facilities or which shall require additional utility facilities, Tenant shall not have the right to do so without Landlord's and American's prior written approval of Tenant's plans and specifications therefor. If such installation is approved by Landlord and American, and if such additional facilities are provided to accommodate Tenant's installation, Tenant agrees to pay Landlord, on demand, the cost of providing such additional utility facilities or utility facilities of greater capacity. Tenant shall in no event use any of the utility facilities in any way which shall overload or overburden the utility systems at the Terminal and the Airport. Landlord and American shall have the right to impose reasonable restrictions and to require Tenant to comply with any and all state and local regulations and measures adopted from time to time with respect to conservation of any utilities, including water usage.

ARTICLE XIII. ATTORNMENT AND SUBORDINATION

Section 13.01 ATTORNMENT. Landlord shall be permitted to assign this Sublease to American or its designee; and, in the event of such assignment, Tenant shall attorn to American or its designee and recognize American or its designee as the landlord for all purposes hereunder.

Section 13.02 SUBORDINATION. Tenant further agrees that this Sublease shall be subordinate to the Concession Area Lease, the Authority Lease and to any and all mortgages, deeds of trust and ground leases that may now exist or at any time hereafter constitute a lien or charge upon the Concession Area or the Terminal or other improvements that constitute a part of the Concession Area and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, modifications, replacement and extensions thereof. Tenant, within no more than fifteen (15) days after written request, shall execute any and all instruments, releases and other documents that may be required by each and every mortgagee, trustee and holder thereof for the purpose of subjecting and subordinating this Sublease to the lien of any such mortgage or deed of trust.

Section 13.03 ESTOPPEL STATEMENT. Within twenty (20) days after request therefor by either Landlord or Tenant, the other party shall execute, in recordable form, and deliver to the requesting party a statement, in writing, certifying (a) that this Sublease is in full force and effect, (b) the Rental Commencement Date and the Expiration Date hereof, (c) that Rentals and all other charges hereunder are paid currently without any offset or defense thereto, (d) the amount of Rentals and all other charges hereunder, if any, paid in advance, (e) whether this Sublease has been modified and, if so, identifying the modifications, (f) that, to the best of its knowledge, there are no uncured defaults by the requesting party or stating in reasonable detail those claimed by the other party, and (g) such other matters as may be reasonably requested by the requesting party. It is intended that any such statements may be relied upon by Landlord or Tenant and by any person or entity proposing to acquire Landlord's or Tenant's interest in this Sublease or any existing or prospective mortgagee of Landlord or Tenant.

ARTICLE XIV. ASSIGNMENT AND SUBLETTING

Section 14.01 RESTRICTIONS, PROCEDURES AND OTHER ASPECTS GOVERNING TENANT. (a) Tenant shall not transfer or assign this Sublease or Tenant's interest in or to the Premises or sublet the Premises or any part thereof without having first obtained the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion; provided, however, the transfer of Tenant's securities in connection with Tenant becoming a publicly held company or issuing securities in connection with an additional public offering of securities shall not constitute a transfer or assignment of this Sublease. The public trading of Tenant's securities on a nationally recognized stock exchange or on the

NASDAQ market shall not constitute or be considered to result in any such transfer or assignment of this Sublease. Each transfer, assignment or subletting to which there has been consent shall be by instrument in writing, in form satisfactory to Landlord, and shall be executed by the transferee, assignee or subtenant who shall agree in writing for the benefit of Landlord to be bound by and to perform the terms, covenants and conditions of this Sublease. Failure to first obtain in writing Landlord's consent, or failure to comply with the provisions herein contained shall operate to prevent any such transfer, assignment or subletting from becoming effective. The receipt by Landlord of rent from an assignee, transferee, subtenant or any other occupant of the Premises shall not be deemed a waiver of the covenant in this Sublease against assignment, transfers and subletting or an acceptance of the assignee, transferee, subtenant or any other occupant as a tenant or a release of the Tenant from further observance or performance by Tenant of the covenants contained in this Sublease.

(b) Notwithstanding the foregoing provisions of this Article 14, Tenant shall have the right to transfer or assign this Sublease, with Landlord's consent, such consent not to be unreasonably withheld, to: (1) a subsidiary of Tenant or its parent entity or to an entity that is an Affiliate of Tenant or its parent entity; (2) any entity with which Tenant shall merge, reorganize or consolidate; or (3) any entity acquiring all or substantially all of the assets of, or equity interests in, Tenant or which may succeed to a controlling interest in the business of Tenant; provided that in the case of any and each such transfer or assignment under clauses (2) and (3) above which is permitted hereunder, Landlord shall have the discretionary right to withhold its consent unless: (i) such transferee or assignee shall have a net worth equal to or greater than Tenant (or its guarantor, if any) as of the effective date of any proposed transfer or assignment; (ii) such transferee or assignee shall have proven airport concession operating experience and the ability to efficiently and effectively operate the business in the Premises consistent with at least as high a standard as then exists in the Premises; (iii) the business conducted in the Premises by such transferee or assignee shall be conducted under the same Permitted Use and under a trade name required to be used by Tenant hereunder; (iv) Tenant shall not be in default after the applicable notice and cure periods under any of the terms and provisions hereof; (v) the use of the Premises by such transferee or assignee shall not violate any agreements affecting the Premises, Landlord or other tenants or occupants in the Airport and shall not disrupt the concession mix within the Terminal as determined in the sole and absolute discretion of Landlord; (vi) if Tenant is a certified M/W/DBE or if Tenant's certified M/W/DBE participant is a member/partner of a limited liability company/general partnership or joint venturer of a joint venture with Tenant, any such transfer or assignment of this Sublease shall not effect, modify or otherwise jeopardize the required M/W/DBE participation interest under this Sublease; (vii) except as may otherwise be prohibited under federal securities laws, notice of any proposed transfer or assignment shall be given to Landlord at least thirty (30) days prior to its proposed effective date, and there shall be delivered to Landlord instruments evidencing such proposed transfer or assignment and the agreement of such transferee or assignee to assume and be bound by all the terms, conditions and covenants hereof, all in form reasonably acceptable to Landlord; and (viii) Tenant and its guarantor, if any, shall continue to remain fully liable for the payment of all sums due and the performance of all the terms and conditions hereof unless Tenant and its guarantor, if any, are otherwise expressly released in writing by Landlord.

(c) Tenant shall not sublet the Premises or any part thereof without having first obtained the prior written consent of Landlord. In the event Tenant requests permission to sublease, the request shall be submitted to Landlord prior to the effective date of the sublease requested and shall be accompanied by a copy of the proposed sublease agreements and of all agreements collateral thereto. The identity of the subtenant, the area or space to be subleased, the rental to be charged, the type of business to be conducted, recent audited financial statements and history and all other information requested by Landlord shall be specified. In the event of an assignment or sublease where the rental per square foot established in the sublease exceeds the rental per square foot established in this Sublease, Tenant shall pay to Landlord as Additional Rent the excess of the rental received from the transferee or subtenant over that specified to be paid by Tenant herein per square foot. Should any method of computation of rental to be paid by a transferee or subtenant, other

than computation based upon a rental rate per square foot be employed, the provisions of this paragraph will apply if the rental received for the proportionate area of the Premises by Tenant exceeds the rental paid to Landlord for said proportionate area of the Premises.

(d) If Tenant is a corporation, limited liability company, association or partnership which, under the current laws, rules or guidelines promulgated by the governmental body or agency having jurisdiction and authority to promulgate the same, is not deemed a public corporation, or is an unincorporated association or partnership, the transfer, assignment or hypothecation, in the aggregate of more than a controlling interest of the total outstanding voting stock or voting interests in such corporation, limited liability company, association or partnership shall be deemed an assignment and transfer within the meaning and provisions hereof.

(e) Notwithstanding anything to the contrary set forth in this Article XIV and regardless of any Landlord approval noted herein, any and all proposed assignments, transfers and subletting and/or any other arrangement pursuant to which Tenant authorizes any other Person to use and occupy the Premises shall also be subject to the written consent of American and the Authority determined in their sole and absolute discretion and not be effective until any such required consents of American and the Authority have been obtained.

(f) Further, as between Landlord, American and Tenant only, the transfer of all or any portion of the membership interests of Tenant currently held by Eric J. Blatstein (1) by will or intestate succession to the executors, administrators, testamentary trustees, legatees or beneficiaries of Eric J. Blatstein; or (2) to, by or among the "Family" members of Eric J. Blatstein or trusts for the benefit of such "Family" members for estate planning purposes only, shall not be deemed to be an assignment of or a transfer of this Sublease or Tenant's interest in and to this Sublease or the Premises or the violation of any other provision of this Article XIV, and any such transfers may be made at any time without the prior consent of Landlord. As used herein, the term "Family" shall include all siblings, lineal descendants and their spouses and such spouses' siblings and lineal descendants. This Section 14.01(f) shall not be binding on the Authority.

ARTICLE XV. WASTE OR NUISANCE

Section 15.01 **WASTE OR NUISANCE.** Tenant shall not, nor shall Tenant permit any of its employees, contractors, subcontractors, licensees, invitees, subtenants or agents to, injure, deface or otherwise harm the Premises, Concession Area, Terminal or the Airport, nor commit any waste upon the Premises, Concession Area, Terminal or the Airport, and shall not place a load upon the floor of the Premises which exceeds the floor load per square foot which such floor was designed to carry. Tenant shall not, nor shall Tenant permit any of its employees, contractors, subcontractors, licensees, subtenants or agents to, commit any nuisance or other act or thing which may constitute a menace or which may affect either American's operation of the Terminal, Landlord's operation of the Concession Area or the Authority's operation of the Airport or which may disturb the quiet enjoyment of any other occupant or tenant of the Airport. Tenant shall not use or permit to be used any medium that might constitute a nuisance, such as loudspeakers, sound amplifiers, tape decks, compact disc players, radios, televisions, or any other sound-producing or other device which will carry sound or objectionable odors outside the Premises except as may otherwise be approved in advance in writing by Landlord and, upon notice from Landlord to Tenant and Tenant's business representative at the Premises, Tenant shall cause any such noise or odors to cease immediately. Tenant shall not allow any use of the Premises or any other portion of the Concession, Area, Terminal and/or the Airport in a manner which is a source of annoyance, disturbance or embarrassment to Landlord, American and/or the Authority, or to the other tenants and occupants of the Concession Area, Terminal and/or the Airport or which is deemed by Landlord or American, in their sole discretion, as not in keeping with the character of the Concession Area, Terminal and/or Airport. The Premises shall not be used for any unlawful or immoral purpose or which will invalidate or increase the premiums on any of the Landlord's, American's or the Authority's insurance.

ARTICLE XVI. TRADE NAME, TRADEMARKS AND THE JOINT MARKETING FUND

Section 16.01 **TRADE NAME.** Tenant shall operate its business in the Premises under the name specifically set forth in the Data Sheet ("Trade Name") and shall not change the Trade Name or character of the business operated in the Premises, including, without limitation, Tenant's Permitted Use, without the prior written approval of Landlord, which may be withheld in Landlord's absolute discretion.

Section 16.02 **TRADEMARKS.** **"Trademarks"** means the trademarks, trade names, logos, service marks, trade styles, trade dress and other proprietary marks of American and its Affiliates, including American Eagle, Inc. Tenant acknowledges that the Trademarks are and will remain at all times the exclusive property of American and its Affiliates. No interest in, license or other right to use the Trademarks is granted or may be deemed to granted to Tenant under this Sublease or otherwise. Tenant may not make any use of the Trademarks, or any colorable imitation or abbreviation thereof, including any reference by advertising or otherwise to the names "American Airlines", "American Airlines, Inc.", unless such use or reference has been specifically approved in writing by American in advance.

Section 16.03 **JOINT MARKETING FUND.** Landlord shall cause to be provided a central marketing and promotional program which, in Landlord's sole judgment, will serve to generally market and promote the overall concession operations at the Terminal or on any item that may enhance the overall passenger experience at the Terminal. Tenant, along with other concession facility operators, will contribute to the fund for this program which shall be known as the **"Joint Marketing Fund"**. Tenant shall contribute during each month, as Tenant's share to the Joint Marketing Fund, and pay to Landlord as Additional Rent, an amount equal to one-half percent (1/2%) of Tenant's monthly Gross Receipts. This amount is payable to Landlord and must be paid no later than the fifteenth (15th) day following the end of each Lease Month. If Tenant is unable to calculate actual Gross Receipts in time to make the required monthly payment to the Joint Marketing Fund, the payment may be based on an estimate of monthly Gross Receipts. Any and all such estimated payments must be adjusted at the end of each 6-month period of each Lease Year. Within thirty (30) days after the end of each such 6-month period, Tenant must submit a report to Landlord reconciling estimated and actual Gross Receipts and showing any under or overpayments to the Joint Marketing Fund. A check for any underpayments must accompany the reconciliation. All overpayments will be credited to the next payment(s) due from Tenant for its contributions to the Joint Marketing Fund; or, if the Sublease has expired or has been terminated for any reason other than a default by Tenant, overpayments shall be refunded, without interest, to Tenant within sixty (60) days of the Sublease termination date by Landlord. Landlord shall not be obligated to expend more for marketing and promotional programs than is actually collected from Tenant and other concession facility operators in the Terminal. Any services and personnel so provided shall be under the exclusive control and supervision of Landlord, who shall have the sole authority to employ and discharge personnel, retain third-party independent contractors and to establish all budgets with respect to the Joint Marketing Fund. The primary purpose, but in no way a limitation, of the Joint Marketing Fund, will be to fund intra-Terminal promotional and advertising programs such as permanent directories, graphics, take-one directory pamphlets and establishing customer service and training programs with respect to the operations of the concession facilities in the Terminal, such as customer surveys, "secret shopper" programs and sales technique seminars, sales/service incentive awards for Tenant and other concession operators' employees or on any other items that may enhance the user's overall experience in the Terminal. Landlord shall conduct quarterly meetings to discuss the promotional and advertising programs and customer service and training programs. In the event the Premises is located within an expansion of or a new area within the Terminal where a grand opening date or grand opening events shall be set by Landlord, then Tenant shall also pay an initial Joint Marketing Fund assessment in the amount set forth in the Data Sheet in addition to Tenant's monthly contributions to the Joint Marketing Fund, such initial assessment to be payable in one lump sum

within sixty (60) days prior to the Rental Commencement Date. Landlord reserves the right at any time to terminate the Joint Marketing Fund and, in such event, shall notify Tenant in writing. Thereafter, in the event of such termination, Tenant shall no longer be obligated to make any further contributions to the Joint Marketing Fund and any remaining funds previously contributed to the Joint Marketing Fund shall be used by Landlord to promote the overall concession program and facilities within the Terminal. Landlord, following any such termination, also reserves the right to reinstate the Joint Marketing Fund and, in such event, shall notify Tenant in writing and thereafter, Tenant, upon any such reinstatement, shall immediately recommence contributions to the Joint Marketing Fund in accordance with this Section 16.03. Upon the expiration or earlier termination of the Concession Area Lease, Landlord is required to remit any unused monies in the Joint Marketing Fund in equal shares to American and the Authority.

ARTICLE XVII. DAMAGE AND DESTRUCTION

Section 17.01 **PARTIAL DESTRUCTION.** (a) Landlord and American shall not be required to make reparation for any injury or damage by fire or other cause, or to make any restoration or replacement of any Fixed Improvements, Refurbishments, or any other real or movable property located or installed in the Premises or in the Concession Area by or on behalf of Tenant, except as otherwise provided herein.

(b) In the event the Fixed Improvements or Refurbishments are damaged by any casualty covered under an insurance policy required to be maintained by Tenant pursuant to this Sublease, then Tenant shall repair the same as soon as reasonably possible (following any repair of Base Building Work by American that may be necessary to permit Tenant repairs to proceed) and this Sublease shall continue in full force and effect. In the event the Fixed Improvements or Refurbishments are damaged by any casualty not covered under any insurance policy required to be maintained by Tenant pursuant to this Sublease, then Landlord shall, at Landlord's option, either (1) repair such damage at Landlord's expense and continue this Sublease in full force and effect, or (2) give written notice to Tenant within ninety (90) days after the date of occurrence of such damage of Landlord's intention to terminate this Sublease as of the date of the damage; provided, however, that if such damage is caused by an act or omission to act of Tenant, then Tenant shall repair such damage, promptly at its sole cost and expense. Any repair or restoration of the Premises by Landlord after the termination of this Sublease shall not be deemed to reinstate this Sublease or give Tenant any right to have this Sublease reinstated. In the event Landlord elects to terminate this Sublease under this Section, Tenant shall have the right, within thirty (30) days after receipt of the notice from Landlord, to notify Landlord in writing of Tenant's intention to repair such damage at Tenant's expense and without reimbursement from Landlord or American, in which event this Sublease shall continue in full force and effect and Tenant shall proceed to make such repairs as soon as possible. If Tenant does not give such notice within the above thirty (30) day period, this Sublease shall be terminated as of the date specified by Landlord in its notice to Tenant.

Section 17.02 **TOTAL DESTRUCTION.** If the Concession Area or the Premises are totally destroyed during the Term by any cause whether or not covered by the insurance required under this Sublease (including, without limitation, any destruction required by any authorized public authority), and the Concession Area cannot be repaired or replaced within sixty (60) days of such total destruction or the Premises cannot be repaired or replaced within one hundred twenty (120) days of such total destruction, this Sublease shall terminate as of the date of such total destruction at the option of American, Landlord, the Authority or Tenant with a total abatement of Rental obligations as of such date, but without affecting any of Tenant's obligations which may have accrued or other rights or remedies of American, Landlord or Tenant which may have arisen as a result of such termination, including insurance claims based on the destruction.

Section 17.03 **DAMAGE OR DESTRUCTION OF THE TERMINAL.** If fifty percent (50%) or more

of the Terminal shall be damaged or destroyed by an insured risk, or if twenty-five percent (25%) or more of the Terminal shall be damaged or destroyed by an uninsured casualty, notwithstanding that the use and occupancy of the Premises is not materially affected thereby, and if as a result of any such damage or destruction American's flight operations at the Terminal are suspended or more than fifty percent (50%) curtailed for a period of sixty (60) days or more, Landlord or Tenant shall have the right to terminate this Sublease within ninety (90) days from the date of such damage or destruction. In such event, this Sublease shall terminate upon a mutually agreeable date (or, in the absence of a mutually agreed upon date, on the date reasonably specified by Landlord or American which shall be within one hundred eighty (180) days from the date of such damage or destruction) and Tenant, upon such termination, shall surrender the Premises to Landlord. American shall not be required, pursuant to this Section 17.03 or otherwise, to repair any damage or destruction to the Terminal; and Landlord shall not be required, pursuant to this Section 17.03 or otherwise, to repair any damage or destruction to the Concession Area or the Premises; provided, however, Tenant shall not be obligated to repair any damage or destruction to its Fixed Improvements or Refurbishments pursuant to Section 17.01 or 17.04 or otherwise; to the extent and for so long as any damage or destruction to the Terminal precludes such repairs to the Concession Area, the Premises, Fixed Improvements or Refurbishments. Further, if the Terminal is damaged or destroyed to the extent provided in this Section 17.03 and such damage or destruction materially interferes with Tenant's use of any portion of the Premises to the extent that Tenant is unable to operate and forced to close such affected portion of the Premises for business to the public, then Guaranteed Rent shall equitably abate on a pro-rata basis for the affected portion of the Premises during the period of such material interference and closure. Tenant's payment of the abated portion of the Guaranteed Rent shall recommence on the date Tenant reopens any such affected portion of the Premises for business.

Section 17.04 **DAMAGE OR DESTRUCTION NEAR END OF TERM.** If, during the last Lease Year of the Term, more than twenty-five percent (25%) of the Premises is partially destroyed or damaged, either party may at its option terminate this Sublease as of the date of occurrence of such destruction or damage by giving written notice to the other of its election to do so within twenty-five (25) days after the date of occurrence of such destruction or damage; provided, however, if Landlord elects to terminate this Sublease pursuant hereto, Tenant shall have the right within fifteen (15) days after receipt of the required notice to notify Landlord in writing of Tenant's intention to repair such destruction or damage at Tenant's expense and without reimbursement from Landlord or American, in which event this Sublease shall continue in full force and effect and Tenant shall proceed to make such repairs as soon as possible.

Section 17.05 **ABATEMENT OF RENTALS, REMEDIES.** If twenty-five percent (25%) or more of the Premises is destroyed or damaged, and such destruction or damage materially and adversely impairs or interferes with Tenant's use and occupancy of the Premises as reasonably determined by Landlord and will be repaired pursuant to this Sublease, then in addition to any other remedies which may apply under this Sublease, Landlord and Tenant shall negotiate in good faith to reach a mutually satisfactory agreement on an equitable abatement, for the period during which such damage and repair continues, of the amounts which may be due and owing as Rentals, which abatement shall be based on any projected resulting reduction in Tenant's Gross Receipts. Except for abatement of Rentals (if any), in the event any such damage or destruction will be repaired pursuant to this Sublease Tenant shall have no claim against Landlord or American for any damage suffered by reason of any such damage, destruction, repair or restoration unless said damage is caused by (i) the negligence or willful misconduct of Landlord (in which case Tenant may pursue a claim against Landlord), or (ii) the gross negligence or willful misconduct of American (in which case Tenant may pursue a claim against American), nor shall Tenant have any claim against the Authority for any such damage regardless of its cause. It is understood that, in the application of the foregoing Sections in this Article XVII, American's and Landlord's obligations shall be limited to repair and restoration of the Base Building Work for the Premises to, as nearly as possible, a condition and quality as existed at the commencement of Tenant's Work hereunder. In no event shall Landlord (except to the extent of

Landlord's obligations, if any, set forth in Section 17.01(b)(1)) or American be responsible to repair or restore any portion of the Premises relating to Tenant's Work and/or installed by Tenant in the Premises including, but not limited to, Tenant's Fixed Improvements, Refurbishments, Operating Equipment, personal property, products and inventory.

Section 17.06 WAIVER. Tenant hereby expressly waives the provisions of Section 227 of the New York Real Property Law, and of any successor law of like import then in force; and Tenant agrees that the provisions of this Sublease shall govern and control in lieu thereof.

ARTICLE XVIII. CONDEMNATION

Section 18.01 CONDEMNATION. (a) If more than thirty percent (30%) of the Floor Area of the Premises shall be permanently taken or condemned (for a period in excess of ninety (90) days) for any public or quasi-public use under any governmental law, ordinance or regulation or by the right of eminent domain or in the event of a private conveyance, by purchase, sale or otherwise, in lieu thereof ("**Taking**"), this Sublease shall terminate as of the date of such Taking; and the Term hereof shall cease as such date of Taking and all Rentals shall be abated during the unexpired portion of this Sublease, effective on the date physical possession is commenced by the taking or condemning authority.

(b) If thirty percent (30%) or less of the Floor Area of the Premises should be permanently taken or condemned as aforesaid, this Sublease shall not terminate; rather, the amounts which may be due and owing as Rentals during the unexpired portion of the Term (or for such shorter period during which such Taking or condemnation shall continue) shall be reduced proportionally based on the projected reduction, if any, in Tenant's Gross Receipts as mutually agreed to by Landlord and Tenant (and, if unable to agree, Landlord's reasonable decision with respect thereto shall be conclusive and binding) effective on the date physical possession is commenced by the taking or condemning authority, such reduction to end on the earlier of (1) ninety (90) days after the date (if such date falls during the Term) that the Premises is returned to Tenant (following any repair of Base Building Work by American that may be necessary as the result of such condemnation) in a condition which reasonably allows for the commencement of business, or (2) the date Tenant opens for business at the Premises; provided, however, that in all events any reduction under this Section in the Authority's allocated share of Rentals shall require the prior written approval of the Authority. If the taking or condemning authority does not specify the actual portions of floor area of the Premises to be taken or condemned as aforesaid, then Landlord, Tenant and American shall endeavor to agree on such actual portions (and, if they are unable to so agree, American's reasonable decision with respect thereto shall be conclusive and binding).

(c) A voluntary sale or transfer of interest of all or any part of the Premises or the public areas in the Terminal by Landlord or American to any public or quasi-public body, agency, person or other entity having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed to be a Taking under the power of eminent domain for the purposes of Article XVIII. Tenant hereby waives the provisions of any statute or other law that may be in effect at the time of the occurrence of any such Taking under which a lease/sublease is automatically terminated or pursuant to which a tenant is given the right to terminate a lease/sublease by reason of such a Taking.

(d) If any Taking of any portion of the Premises occurs for a temporary period (a period of less than ninety (90) days), neither Landlord or Tenant shall have the right to terminate this Sublease by reason of such temporary Taking. Notwithstanding the foregoing, if as a result of any such temporary Taking, Tenant is unable to operate its business in any portion of the Premises, all Rentals shall be reduced proportionally based on the projected reduction, if any, in Tenant's Gross Receipts as mutually agreed to by Landlord and Tenant (and, if unable to agree, Landlord's reasonable decision with respect thereto shall be conclusive and binding)

effective on the date physical possession is commenced by the taking or condemning authority, such reduction to end on the date (if such date falls during the Term) that the Premises is returned to Tenant.

Section 18.02 AWARD. All compensation awarded for any Taking or condemnation (or, in either case, the proceeds of a private sale in lieu thereof) of the Premises shall be the property of the party entitled to any such compensatory award under the Authority Lease and to the extent Tenant is not entitled to any such compensatory award under the Authority Lease, Tenant hereby assigns its interest in any such award to American. The distribution of any such compensatory awards shall be made to the Authority, American, Landlord, if any, and Tenant, if any, as set forth in the Authority Lease. Notwithstanding anything contained herein to the contrary, Tenant shall have the right to seek a separate award from the condemning authority for Tenant's trade fixtures, Operating Equipment, merchandise, supplies, inventory and other tangible personal property, as long as such separate award does not reduce the amount of the award that would otherwise be awarded under the Authority Lease, and Tenant (not Landlord or American) shall be entitled to any award for the unamortized value of Tenant's Eligible Costs. Under no circumstances shall Tenant be entitled to double recovery from Landlord or American of Tenant's Eligible Costs.

ARTICLE XIX. DEFAULTS, REMEDIES AND DAMAGES

Section 19.01 EVENTS OF DEFAULT. The occurrence, at any time prior to or during the Term, of any one (1) or more of the following events (referred to herein, singly, as an "**Event of Default**" and collectively as "**Events of Default**") shall be an Event of Default by Tenant under this Sublease:

(a) Tenant fails to pay any Rentals or any other charges or sums whatsoever due hereunder (including without limitation, amounts due as reimbursement to Landlord for costs incurred by Landlord in performing obligations of Tenant hereunder upon Tenant's failure so to perform) for more than five (5) days after written notice from Landlord to Tenant that such Rentals or any other charges or sums whatsoever due hereunder were not received on the date required for payment pursuant to this Sublease together with all Late Interest accrued from the due date, provided, that such notice from Landlord shall be in lieu of, and not in addition to, any notice of default required by applicable laws and, provided, however, if Landlord gives such written notice twice during any Lease Year and the delinquent payment has not been fully cured (including Late Interest), no further written notice of default shall be required with respect to that payment or any other payment during such Lease Year to establish a payment default and, thereafter, during such Lease Year an Event of Default shall be deemed to have occurred if any payment under this Sublease is not made when due and such failure continues for a period of five (5) days after such payment was due; or

(b) Tenant fails to perform any other of the terms, conditions, or covenants of this Sublease to be observed or performed by Tenant for more than twenty (20) days after written notice from Landlord to Tenant of such default (unless such default cannot be cured within said twenty (20) days, in which event Tenant shall not be deemed to be in default hereunder if Tenant shall have commenced to cure said default promptly within said twenty (20) days and shall thereafter proceed to prosecute such cure to completion with all reasonable dispatch and diligence, provided that in no event shall such cure period extend beyond one hundred (100) days or such longer period of time as is approved by Landlord in writing (which approval shall not be unreasonably denied as long as Tenant has commenced the cure within such one hundred (100) day period and diligently continues such cure to completion), and if Tenant's cure period is so extended, Tenant must, within five (5) days after the written extension notice, provide a written plan to Landlord outlining all steps Tenant is taking to cure the default and when the cure shall be completed), provided that such notice from Landlord shall be in lieu of, and not in addition to, any notice of default required by applicable laws; or

(c) Tenant fails to submit any statement or report required on or before the date required by this Sublease, including without limitation the statements and reports required by Article III, and such failure continues

for five (5) days after written notice by Landlord, provided such notice shall not be required if Landlord has previously given two (2) notices of such a failure during the preceding Lease Year; or

(d) Tenant fails to commence construction of Tenant's Work within twenty (20) days of the Authority's approval of the TAA for such Tenant's Work and such failure is not occasioned by reason of Force Majeure or any delays caused by Landlord or American; or

(e) Tenant fails to complete Tenant's Work, move into and merchandise/stock the Premises with high-quality goods, products or services and to initially open for business on or before the Latest Rental Commencement Date and such failure is not occasioned by reason of Force Majeure or any delays caused by Landlord or American; or

(f) Except as otherwise expressly permitted by the terms of this Sublease, Tenant fails to operate continuously in the manner and during the hours established by Landlord pursuant to Section 7.02 hereof or for the Permitted Use or discontinues its business operations in the Premises for a period in excess of forty-eight (48) consecutive hours; or

(g) Tenant's abandonment of the Premises, or permitting this Sublease to be taken under any writ of execution or similar writ or order; or

(h) Tenant fails to comply with any obligation as a result of any inspection or audit and such failure continues for ten (10) days after written notice from Landlord to Tenant of such failure; or

(i) If applicable, the failure of Tenant to obtain and maintain continuously throughout the Term, its eligibility and certification from the Authority of its M/W/DBE status and/or to renew such eligibility and certification as may be required by the Authority from time to time and such failure shall continue for a period of twenty (20) days; or

(j) Tenant fails comply with any of the other operational requirements set forth in Section 7.02 or any of the exhibits referenced therein (such as compliance with staffing/personnel, street pricing or fails to achieve the Minimum Performance Standards, for example); or

(k) Tenant shall fail to carry insurance as required under this Sublease or to comply with any applicable law, rule or regulation concerning security, and such failure continues for forty-eight (48) hours after written notice from Landlord thereof; or

(l) A governmental authority, board, agency or officer with competent jurisdiction terminates or suspends any certificate, license, permit or authority held by Tenant without which Tenant shall not be lawfully empowered to conduct its business operations in the Premises and such certificate, license, permit or authority is not reinstated within ten (10) days following such termination or suspension;

(m) Except as otherwise provided by applicable law, if the estate hereby created shall be taken on execution or by other process of law, or if Tenant shall be judicially declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of Tenant for the benefit of creditors, or if a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Tenant's property by a court of competent jurisdiction, or if a petition shall be filed for the reorganization of Tenant under any provisions of law now or hereafter enacted, and any such proceeding is not dismissed within ninety (90) days after it is begun, or if Tenant shall file or consent to a petition for such reorganization, or for arrangements under any provisions of such laws providing a plan for a debtor to settle, satisfy or extend the time for the payment of substantially all or general payment of debts; and/or

(n) Any act or omission to act by Tenant which, directly or indirectly, puts Landlord in default of its obligations to American under the Concession Area Lease or puts Landlord in default of its obligations to the Authority under the Operator Permit;

then, during such time as such Event(s) of Default is/are continuing, Landlord may at any time, at Landlord's option, give to Tenant five (5) days' notice of termination of this Sublease (which shall be in lieu of any notice required under New York law) and, in the event such notice is given, this Sublease and the Term shall come to an end and expire (whether or not said Term shall have commenced) upon the expiration of said five (5) days with the same effect as if the date of expiration of said five (5) days were the Expiration Date, but Tenant shall remain liable for damages and all other sums payable pursuant to the provisions of Section 19.03.

Section 19.02 REMEDIES. (a) If Tenant shall default in the payment when due of any installment of Rentals or if Tenant shall default in the performance of any of the other terms, provisions, conditions or covenants of this Sublease, or if this Sublease and the Term shall expire and come to an end as provided in Section 19.01: (1) Landlord and its agents and servants may immediately, or at any time after such default or after the date upon which this Sublease and the Term shall expire and come to an end, re-enter the Premises or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, (without being liable to indictment, prosecution or damages therefor), and may repossess the Premises and dispossess Tenant and any other Person from the Premises and remove any and all of their property and effects from the Premises; and/or (2) Landlord, at Landlord's option, may relet the whole or any part or parts of the Premises, from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the Expiration Date, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Landlord, in its sole discretion, may determine. Landlord shall have no obligation to relet the Premises or any part thereof and shall in no event be liable for refusal or failure to relet the Premises or any part thereof, or, in the event of any such reletting, for refusal or failure to collect any rent due upon any such reletting, and no such refusal or failure shall operate to relieve Tenant of any liability under this Sublease or otherwise to affect any such liability; Landlord, at Landlord's option, may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Premises as Landlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Tenant of any liability under this Sublease or otherwise affecting any such liability.

(b) Tenant hereby waives the service of any notice of intention to re-enter or to institute legal proceedings to that end which may otherwise be required to be given under any present or future law. Tenant, on its own behalf and on behalf of all Persons claiming through or under Tenant, including all creditors, does further hereby waive any and all rights which Tenant and all such persons might otherwise have under any present or future law to redeem the Premises, or to re-enter or repossess the Premises, or to restore the operation of this Sublease, after (1) Tenant shall have been dispossessed by a judgment or by warrant of any court or judge, or (2) any re-entry by Landlord, or (3) any expiration or termination of this Sublease and the Term, whether such dispossess, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Sublease. The words "re-enter", "re-entry" and "re-entered" as used in this Sublease shall not be deemed to be restricted to their technical legal meanings. In the event of a breach or threatened breach by Tenant, or any persons claiming through or under Tenant, of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, Landlord shall have the right to enjoin such breach and the right to invoke any other remedy allowed by law or in equity as if re-entry, summary proceedings and other special remedies were not provided in this Sublease for such breach. The right to invoke the remedies hereinbefore set forth in this Sublease is cumulative and shall not preclude Landlord from invoking any other remedy allowed by law or in equity.

(c) No re-entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Sublease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Sublease for such previous breach and shall have the remedies provided herein.

(d) In the event of re-entry by Landlord, Landlord may remove all Persons and property from the Premises; and such property may be stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant, with notice but without resort to legal process and without Landlord being deemed guilty of trespass, conversion or becoming liable for any loss or damage which may be occasioned thereby. In the event Tenant shall not remove its property from the Premises within five (5) days after Tenant has vacated the Premises, then such property shall be deemed abandoned by Tenant; and Landlord may dispose of the same without liability to Tenant subject to the rights of the City of New York, the Authority, American and their designees to such property. If Landlord removes such property from the Premises and stores it at Tenant's risk and expense, and if Tenant fails to pay the cost of such removal and storage after written demand therefor and/or to pay any Rental then due, then, after the property has been stored for a period of thirty (30) days or more, Landlord may sell such property at public or private sale, in the manner and at such times and places as Landlord deems commercially reasonable following reasonable notice to Tenant of the time and place of such sale. The proceeds of any such sale shall be applied first to the payment of the expenses for removal and storage of the property, the preparation for the conducting of such sale, and for attorneys' fees and other legal expenses incurred by Landlord in connection therewith, and the balance shall be applied as provided in this subsection 19.02(d).

(e) Tenant expressly waives, for itself and for any person claiming through or under Tenant, any rights which Tenant or any such person may have under the provisions of Section 2201 of the New York Civil Practice Law and Rules and of any successor law of like import then in force, in connection with any holdover summary proceedings which Landlord may institute to enforce the foregoing provisions of this Sublease.

Section 19.03 **DAMAGES.** (a) If this Sublease and the Term shall expire and come to an end as provided in Section 19.01, or by or under any summary proceeding or any other action or proceeding, or if Landlord shall re-enter the Premises as provided in Section 19.02(a), or by or under any summary proceeding or any other action or proceeding, then, in any of such events:

(1) Tenant shall pay to Landlord, American and the Authority all Rentals and other charges payable under this Sublease by Tenant to Landlord to the date upon which this Sublease and the Term shall have expired and come to an end or to the date of re-entry upon the Premises by Landlord, as the case may be; and

(2) Tenant shall also be liable for and shall pay to Landlord, as damages, any deficiency ("**Deficiency**") between the Guaranteed Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term and the net amount, if any, of rents collected under any reletting effected pursuant to the provisions of Section 19.02(a) for any part of such period (first deducting from the rents collected under any such reletting all of Landlord's expenses in connection with the termination of this Sublease or Landlord's re-entry upon the Premises and with such reletting including, but not limited to, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, alteration costs and other expenses of preparing the Premises for such reletting). Any such Deficiency shall be paid in monthly installments by Tenant on the days specified in this Sublease for payment of installments of Guaranteed Rent. Landlord shall be entitled to recover from Tenant each monthly Deficiency as the same shall arise, and no suit to collect the amount of the Deficiency for any month shall prejudice Landlord's right to collect the Deficiency for any subsequent month by a similar proceeding. Solely for the purposes of this Section 19.03(a)(2), the term "Guaranteed Rent" shall mean the Guaranteed Rent in effect immediately prior to the

date upon which this Sublease and the Term shall have terminated or expired and come to an end, or the date of re-entry upon the Premises by Landlord, as the case may be, adjusted, from time to time, to reflect any increases which would have been payable pursuant to any of the provisions of this Sublease including, but not limited to, the provisions of the Data Sheet and Section 2.01 of this Sublease if the Term hereof had not been terminated; and

(3) At any time after the Term shall have expired and come to an end or Landlord shall have re-entered upon the Premises, as the case may be, whether or not Landlord shall have collected any monthly Deficiencies as aforesaid, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord, on demand, as and for liquidated and agreed final damages, a sum equal to the amount by which the Guaranteed Rent reserved in this Sublease for the period which otherwise would have constituted the unexpired portion of the Term exceeds the then fair and reasonable rental value of the Premises for the same period, both discounted to present worth at the rate of four percent (4%) per annum. If, before presentation of proof of such liquidated damages to any court, commission or tribunal, the Premises, or any part thereof, shall have been relet by Landlord for the period which otherwise would have constituted the unexpired portion of the Term, or any part thereof, the amount of rent reserved upon such reletting shall be deemed, prima facie, to be the fair and reasonable rental value for the part or the whole of the Premises so relet during the term of the reletting. Solely for the purposes of this Section 19.03(a)(3), the term "Guaranteed Rent" shall mean the Guaranteed Rent in effect immediately prior to the date upon which this Sublease and the Term shall have expired and come to an end, or the date of re-entry upon the Premises by Landlord, as the case may be, adjusted to reflect any increases preceding such event pursuant to the provisions of the Data Sheet and Section 2.01.

(b) If the Premises, or any part thereof, shall be relet together with other space in the Concession Area, the rents collected or reserved under any such reletting and the expenses of any such reletting shall be equitably apportioned for the purposes of this Section 19.03. Tenant shall in no event be entitled to any rents collected or payable under any reletting, whether or not such rents shall exceed the Guaranteed Rent reserved in this Sublease. Nothing contained in Sections 19.01, 19.02 or this Section 19.03 shall be deemed to limit or preclude the recovery by Landlord from Tenant of the maximum amount allowed to be obtained as damages by any statute or rule of law, or of any sums or damages to which Landlord may be entitled in addition to the damages set forth in Section 19.03(a).

Section 19.04. **LANDLORD'S RIGHT TO CURE TENANT'S DEFAULT.** If Tenant shall default in the observance or performance of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, Landlord, at any time thereafter and without notice (except as notice may otherwise be required to be given to Tenant pursuant to any specific term or provision of this Sublease) may remedy such default for Tenant's account and at Tenant's expense, without thereby waiving any other rights or remedies of Landlord with respect to such default.

ARTICLE XX. BANKRUPTCY OR INSOLVENCY

Section 20.01 **TENANT'S INTEREST NOT TRANSFERABLE.** Neither Tenant's interest in this Sublease, nor any estate hereby created in Tenant, nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided pursuant to the United States Bankruptcy Code, as amended (the "**Code**").

Section 20.02 **ELECTION TO ASSUME SUBLEASE.** Even though this Sublease is a sublease of real property in an airport, the parties contractually agree that this Sublease shall be construed to be a lease of real property in a shopping center within the meaning of Section 365(b)(3) of the Code. If Tenant becomes a Debtor under Chapters 7, 11 or 13 of the Code, and the Trustee (as defined in the Code) or Tenant, as Debtor-

In-Possession (as defined in the Code), elects to assume this Sublease for the purpose of assignment to a third party or otherwise, such election and assignment, if any, may only be made if all the terms and conditions of the applicable provisions of the Code are satisfied. If the Trustee or Tenant, as Debtor-In-Possession, fails to elect to assume or reject this Sublease by the 60th day after the entry of the Order for Relief in a case under Chapters 7, 11 or 13 of the Code, this Sublease shall thereafter be deemed rejected and terminated in accordance with Section 365 of the Code. The Trustee or Tenant, as Debtor-In-Possession, shall thereupon immediately surrender possession of the Premises to Landlord, and Landlord shall have no further obligation to Tenant or Trustee hereunder. The acceptance of Rentals by Landlord after the 60th day shall not be deemed a waiver of Landlord's rights herein and under Section 365 of the Code, and Landlord's right to be compensated for damages in such bankruptcy case shall survive.

Section 20.03 **OCCUPANCY CHARGES.** When, pursuant to the Code, the Trustee or Tenant, as Debtor-In-Possession, shall be obligated to pay reasonable use and occupancy charges for the use of the Premises or any portion thereof, such charge shall not be less than the Guaranteed Rent and Percentage Rent and all other monetary obligations of Tenant for the payment of Additional Rent.

Section 20.04 **OTHER LAWS.** The provisions of this Article 20 concerning the rights of Landlord and the obligations of Trustee, Tenant, Debtor (as defined in the Code), Receiver (as defined in the Code), Debtor-In-Possession and each and every permitted assignee are in addition to such rights and obligations provided by law, including applicable provisions of the Code. Nothing contained in this Article 20 shall limit or reduce in any manner whatsoever rights and/or obligations which are otherwise provided by law.

ARTICLE XXI. ACCESS BY LANDLORD, AMERICAN AND THE AUTHORITY

Section 21.01 **RIGHT OF ENTRY.** Landlord, American and the Authority and their respective officers, employees and representatives shall each have the right to enter the Premises for any reasonable purpose (including inspecting the condition of the Premises and any equipment used by Tenant) during ordinary business hours. Tenant shall cooperate and arrange upon receipt of any notice for its personnel to be available during any such entry. The Authority, American and Landlord and their respective officers, employees and representatives shall each have the further right to enter the Premises on reasonable advance notice to Tenant (except in the case of any real or perceived emergency when no prior advance notice shall be required) to make such repairs, alterations, improvements or additions as they may deem necessary or desirable; and such parties shall be allowed to take all material into and upon the Premises that may be required without the same constituting an eviction of Tenant in whole or in part; and Rentals and other charges reserved hereunder shall not abate while said repairs, alterations, improvements or additions are being made, by reason of loss or interruption of business of Tenant or otherwise. In exercising such right of entry, Landlord shall use reasonable efforts not to disrupt Tenant's business in the Premises. The Authority, American, Landlord and their agents shall each have the further right to enter the Premises without notice at any time in the event of an emergency. Tenant shall assure Landlord, American and the Port Authority emergency access to all enclosed areas of the Premises either by delivering duplicate keys to the Premises to Landlord's General Manager and American's JFK Airport Manager or by providing emergency telephone numbers by which the Store Manager can be reached on a twenty-four (24) hour basis. Finally, Landlord, during the last six (6) months prior to the expiration of the Term, may enter the Premises for the purpose of exhibiting the same to prospective tenants and their representatives.

ARTICLE XXII. TENANT'S PROPERTY

Section 22.01 **TAXES ON TENANT'S PROPERTY.** Tenant shall be responsible for, and agrees to pay prior to delinquency, any and all taxes and other assessments, levies, fees and other governmental charges and

impositions of every kind or nature, regular or special, direct or indirect, presently foreseen or unforeseen, known or unknown, levied or assessed by municipal, county, state, federal or other governmental taxing or assessing authority, upon, against or with respect to (a) Tenant's leasehold interest in the Premises, (b) the Fixed Improvements, the Operating Equipment, all furniture, fixtures, equipment, inventory and any other personal property of any kind owned by, or placed, installed or located in, within, upon or about the Premises by or on behalf of Tenant, and (c) all alterations, additions, or improvements of whatsoever kind or nature, if any, made to the Premises, by or on behalf of Tenant, irrespective of whether any such tax is assessed, real or personal, and irrespective of whether any such tax is assessed to or against, American, the Authority, Landlord or Tenant (collectively, "**Tenant's Taxes**"). Tenant shall provide Landlord with evidence of Tenant's timely payment of such Tenant's Taxes upon Landlord's request. If at any time any of such Tenant's Taxes are not levied and assessed separately and directly to Tenant (for example, if the same are levied or assessed to Landlord, American or the Authority, or upon or against the building containing the Premises and/or the land underlying said building), Tenant shall pay to Landlord Tenant's share thereof as reasonably determined and billed by Landlord. **Tenant hereby agrees to indemnify, defend and hold Landlord, American, the Authority and the City of New York harmless from any and all Tenant's Taxes and costs, damages, expenses and liabilities (including, without limitation, reasonable attorneys' fees) in connection with any such Tenant's Taxes described in this Section 22.01.**

Section 22.02 **LOSS AND DAMAGE.** Except with respect to Landlord's own negligence, Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying premises or any part of the premises adjacent to or connected with the Premises or any part of the building of which the Premises are a part, or any other area in Concession Area, the Terminal or the Airport, or for any loss or damage resulting to Tenant or its property from bursting, stoppage or leaking of water, gas, sewer or steam pipes, or (without limiting the foregoing) for any damage or loss of property within the Premises from any cause whatsoever. Tenant shall give immediate notice to Landlord in case of any damage to or destruction of all or any part of, or of accidents occurring within the Premises, or of defects therein, or of any damage to or destruction of any inventory, fixtures or equipment within the Premises. In no event shall American or the Authority have any liability to Tenant whatsoever for the foregoing damage and destruction.

ARTICLE XXIII. HOLDING OVER

Section 23.01 **HOLDING OVER.** If, within two (2) days after the termination or expiration of this Sublease, Tenant has not delivered possession of the Premises to Landlord as required in Section 6.04, and, for any reason, Tenant retains possession of the Premises or any portion thereof, then Landlord may, at its option, serve written notice upon Tenant that such holding over constitutes either: (a) the creation of a month-to-month tenancy, or (b) the creation of a tenancy at sufferance, in either case upon the terms and conditions set forth in this Sublease; provided, however, that the monthly Guaranteed Rent shall, in addition to all other sums which are to be paid by Tenant hereunder, whether or not as Additional Rent, be equal to double the highest monthly Guaranteed Rent paid in the preceding twelve (12) month period (and prorated in the case of (b) on the basis of a three hundred sixty-five (365) day year for each day Tenant remains in possession), plus Additional Rent accruing during the period of Tenant's occupancy based on a termination for an Event of Default if such unlawful holding over exceeds five (5) days after the natural expiration or earlier termination of the Term. The provisions of this Section 23.01 shall not constitute a waiver by Landlord of any right of re-entry as herein set forth; nor shall receipt of any hold-over rent or other amount under this Sublease or any other act in apparent affirmation of the tenancy operate as a waiver of the right to terminate this Agreement for a breach of any of the terms, covenants, or obligations to be performed by or on behalf of Tenant. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Sublease except as otherwise expressly provided. The preceding provisions of this Section 23.01 shall not be construed as consent for Tenant to retain possession of the Premises in the

absence of prior written consent thereto by Landlord. **Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority and the City of New York from and against any and all loss, claims, demands, liabilities, damages (including, without limitation, consequential damages), costs and expenses (including, without limitation, attorneys' fees and expenses) resulting from any failure by Tenant to surrender the Premises in the manner and condition required by this Sublease upon the expiration of the Term or earlier termination of this Sublease, including, without limitation, any claims made by any proposed new tenant founded upon such failure.**

Section 23.02 SUCCESSORS. All rights and liabilities herein given to, or imposed upon, the parties hereto shall inure to and be imposed upon the respective heirs, executors, administrators, successors and assigns of the said parties; and, if there shall be more than one (1) entity or individual comprising Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved in advance by Landlord in writing as required by Article XIV.

ARTICLE XXIV. RULES AND REGULATIONS

Section 24.01 RULES AND REGULATIONS. Tenant shall at all times comply with any and all Rules and Regulations (as hereinafter defined) in effect at the Airport or the Terminal. The term "**Rules and Regulations**" means all rules and regulations governing the conduct and/or operations of the Airport or the Terminal as may be promulgated from time to time, by any governmental authorities, including but not limited to, the FAA, the U.S. Department of Transportation ("**DOT**"), the TSA and/or the EPA, and any rules and regulations promulgated from time to time by Landlord or American specifically for or otherwise affecting conduct and/or operations in the Terminal and/or Concession Area, provided that Landlord's and American's rules do not have any material adverse or discriminatory impact on concession operations within the Concession Area or materially increase the monetary obligations of Tenant hereunder. Landlord shall not have any duty or obligation to enforce the Rules and Regulations or the terms and conditions in any other lease or sublease as against any other tenant; Landlord and American shall not be liable to Tenant for violations of the same by other tenants, invitees, their servants, employees, contractors, subcontractors and agents. Tenant's failure to keep and observe the Rules and Regulations shall constitute a material breach of the terms hereof in the same manner as if the Rules and Regulations were contained herein as covenants.

ARTICLE XXV. QUIET ENJOYMENT

Section 25.01 LANDLORD'S COVENANT. Subject to the terms and conditions hereof, the terms and provisions of the Concession Area Lease, the Authority Lease as well as the Consent Agreement, upon payment by Tenant of Rentals herein provided and other charges payable by Tenant hereunder, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term without hindrance or interruption by Landlord, and/or American or any person or entity claiming by, through or under any of them.

ARTICLE XXVI. PERFORMANCE GUARANTY

Section 26.01 PERFORMANCE GUARANTY. (a) Tenant shall provide Landlord with the Performance Guaranty in the amount specified in the Data Sheet, which shall be at Tenant's option, in the form of either immediately available funds or an unconditional, irrevocable standby letter of credit ("**Letter of Credit**"), as security for the faithful observance and performance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed. Such Letter of Credit must be in form and content as set forth in **Exhibit H**. No surety bonds shall be permitted. If Landlord permits Tenant to

provide a Letter of Credit, the following shall be applicable. Such Letter of Credit must be for a term of not less than one (1) year which term shall be automatically renewed for successive one (1) year periods, unless the Bank gives not less than sixty (60) days prior written notice that it will not so renew the Letter of Credit for such successive term and the last term of the letter of credit shall end not less than sixty (60) days after the Expiration Date. If such letter of credit is not automatically renewed as aforesaid, Tenant agrees to cause the Bank to renew such letter of credit, from time to time, during the Term, at least ninety (90) days prior to the expiration of said letter of credit or any renewal or replacement, upon the same terms and conditions. In the event of any transfer of said Letter of Credit pursuant to Section 26.05, and notice of such transfer to Tenant, Tenant, within twenty (20) days thereafter, shall cause a new Letter of Credit to be issued by said Bank to the transferee, upon the same terms and conditions, in replacement of the Letter of Credit so transferred and Landlord agrees that, simultaneously with the delivery of such new Letter of Credit, it will return to said Bank the Letter of Credit being replaced. The Letter of Credit shall be held in trust by Landlord for the purposes set forth in this Article and shall not be transferred except for transfer (a) to an agent for collection, or (b) pursuant to the provisions of Section 26.05. In the event Tenant defaults beyond any applicable grace period hereunder in the performance of its obligations to issue a replacement Letter of Credit, or in the observance or performance of Tenant's agreement to cause the Bank to renew the Letter of Credit, Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, shall have the right to require the Bank to make payment to Landlord of the entire sum of the Letter of Credit or the undrawn portion thereof, as the case may be, which sum may be held by Landlord as the Performance Guaranty in the same manner as if said sum had been deposited with Landlord pursuant to the provisions of this Article. If payment of the entire sum of the Letter of Credit or the undrawn portion thereof is made to Landlord by reason of Tenant's failure to renew or replace the Letter of Credit in accordance with the foregoing provisions of this Article, Landlord shall have the right, at any time on behalf of Tenant, to replace said Performance Guaranty with a new Letter of Credit issued by the Bank or any other bank selected by Landlord, in Landlord's sole discretion, and Tenant hereby irrevocably constitutes and appoints Landlord as Tenant's agent and attorney-in-fact to cause the Bank or any such other bank selected by Landlord to issue such a replacement Letter of Credit. The Letter of Credit provides for partial drawings. In the event Tenant defaults in the payment when due of an installment of Rentals and such default shall continue for a period of five (5) days after notice by Landlord to Tenant of such default or if this Sublease and the Term shall expire and come to an end, or if Landlord shall re-enter the Premises as provided in Article XIX, or by or under any summary proceeding or any other action or proceeding, then Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, may from time to time, draw on the Letter of Credit in one (1) or more drawings for the amount of any Rentals then due and for any amount then due and payable to Landlord under this Sublease. In the event of a partial drawing, as provided in the immediately preceding sentence, Tenant shall, within five (5) days after demand, cause the Bank to issue an amendment to the Letter of Credit restoring the amount available thereunder to the amount required under this Sublease. Notwithstanding anything to the contrary set forth in this Sublease, including, but not limited to, the foregoing provisions of this Article, in addition to all rights granted to Landlord pursuant to the provisions of the Sublease, if this Sublease and the Term shall expire and come to an end as provided in Article XIX, or by or under any summary proceeding, or any other action or proceeding following any Event of Default by Tenant, or if Landlord shall re-enter the Premises as provided in Article XIX, or by or under any summary proceeding or any other action or proceeding following any Event of Default by Tenant, Landlord, in addition to all rights and remedies which Landlord may have under this Sublease or at law, shall have the right to require the Bank to make payment to Landlord of the entire sum of the Letter of Credit or the undrawn portion thereof, as the case may be, which sum shall be held by Landlord as a Performance Guaranty in the same manner as if said sum had been deposited with Landlord pursuant to the provisions of this Article.

(b) Any Performance Guaranty held by Landlord in the form of immediately available funds (cash) shall be held subject to the provisions of any and all legal requirements applicable thereto. Landlord agrees that, if

not prohibited by law or the general policies of lending institutions in New York, Landlord shall deposit the Performance Guaranty held by Landlord either in an account that does not bear interest or in an interest-bearing account at a bank or banks selected by Landlord, and all interest, if any, accruing thereon shall be added to and become a part of the Performance Guaranty and shall be retained by Landlord under the same conditions as the principal sum held as the Performance Guaranty.

Section 26.02 **APPLICATION OF PERFORMANCE GUARANTY.** In the event Tenant defaults in the observance or performance of any term, covenant or condition of this Sublease on Tenant's part to be observed or performed, including, but not limited to, the covenant for the payment of Rentals, beyond the applicable notice and cure periods provided under this Sublease for curing such default, Landlord may use, apply or retain the whole or any part of any Performance Guaranty held by Landlord under any of the provisions of Section 26.01, to the extent required for the payment of any Rentals or performance of any other obligations, without thereby waiving any other rights or remedies of Landlord with respect to such default, and Landlord shall hold the remainder of such Performance Guaranty as security for the faithful performance and observance by Tenant of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed with the same rights as hereinabove set forth to use, apply or retain all or any part of such remainder in the event of any further default by Tenant under this Sublease.

Section 26.03 **RESTORATION OF PERFORMANCE GUARANTY.** If Landlord uses, applies or retains the whole or any part of the Performance Guaranty held by Landlord under any of the provisions of this Article, Tenant, promptly after notice thereof, shall deliver to Landlord, in cash or by cashier's check or certified check, payable to the order of Landlord, the sum necessary to restore the Performance Guaranty to the sum required under this Sublease.

Section 26.04 **RETURN OF SECURITY.** The Letter of Credit and/or any remaining portion of any Performance Guaranty then held by Landlord for the performance of Tenant's obligations under this Sublease as security shall be returned to Tenant after (a) sixty (60) days following the Expiration Date and (b) the full observance and performance by Tenant of all of the terms, covenants and conditions of this Sublease on Tenant's part to be observed and performed.

Section 26.05 **TRANSFER OF LETTER OF CREDIT.** In the event of a transfer of Landlord's interest in this Sublease, Landlord shall transfer the Letter of Credit and/or any remaining portion of any Performance Guaranty then held by Landlord as security for the performance of Tenant's obligations under this Sublease to the transferee, and Landlord shall thereupon be released from all liability for the return of such security; Tenant agrees to look solely to the transferee for the return of any such security and it is agreed that the provisions of this sentence shall apply to every sale or transfer of the Premises or Landlord's interest in this Sublease by Landlord named herein or its successors, and to every transfer or assignment made of any such security. Any transferee shall be deemed to have agreed that any Letter of Credit or Performance Guaranty transferred to such transferee pursuant to this Section shall be held in trust for the purposes of this Article.

Section 26.06 **NO ASSIGNMENT OF SECURITY BY TENANT.** Tenant agrees that it will not assign, mortgage or encumber, or attempt to assign, mortgage or encumber, the Letter of Credit or any Performance Guaranty held by Landlord under this Sublease, and that neither Landlord nor its successors or assigns shall be bound by any such assignment, mortgage, encumbrance, attempted assignment, attempted mortgage or attempted encumbrance. Landlord shall not be required to exhaust its remedies against Tenant before having recourse to the Letter of Credit, the Performance Guaranty or any other security held by Landlord. Recourse by Landlord to the Letter of Credit, the Performance Guaranty or any other security held by Landlord shall not affect any remedies of Landlord which are provided in this Sublease or which are available in law or equity.

ARTICLE XXVII. MISCELLANEOUS

Section 27.01 WAIVER; ELECTION OF REMEDIES. One (1) or more waivers of any covenant or condition by either party shall not be construed as a waiver of a subsequent breach of the same covenant or condition by the other party, and the consent or approval to or of any act by Tenant requiring consent or approval shall not be deemed to render unnecessary such consent or approval to or of any subsequent similar act by Tenant. No breach by either party of a covenant or condition hereof shall be deemed to have been waived by the non-breaching party unless such waiver is in writing and signed by a representative of the non-breaching party. The rights and remedies of Landlord or Tenant hereunder or in any specific Section, subsection or clause hereof shall be cumulative and in addition to any and all other rights and remedies which Landlord or Tenant has or may have elsewhere hereunder or at law or equity, whether or not such Section, subsection or clause expressly so states.

Section 27.02 ENTIRE AGREEMENT. This Sublease supersedes all prior agreements between the parties and sets forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises; and there are no actual or implied covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are set forth herein (other than the Concession Area Lease, the Consent Agreement and Authority Requirements), and none thereof shall be used to interpret, construe, supplement or contradict this Sublease. **Neither Landlord nor its agents or representatives have made any representation or warranty regarding the profitability of the Premises, the enplaned passenger and/or airline volume in the Terminal and/or the Airport or operating airlines in the Terminal and/or the Airport; and Tenant has not entered into this Sublease in reliance on any such representations, warranties or financial projections prepared or furnished to Tenant by Landlord or its agents or representatives.** No alteration, amendment, change or addition to this Sublease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party.

Section 27.03 INTERPRETATION; USE OF PRONOUNS; AUTHORIZATION. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint ventures between the parties hereto; it being understood and agreed that neither the method of computation of Rentals, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. If this Sublease is signed on behalf of a corporation, partnership or other entity, the signer is duly authorized to execute this Sublease on behalf of such corporation, partnership or entity.

Section 27.04 DELAYS; FORCE MAJEURE. "**Force Majeure**" means, strictly in relation to the conditions that may cause a party to be temporarily or partially prevented from performing its obligations to the other party under this Sublease, and not for any other purpose or for any benefit of a third party: (a) strikes, boycotts, lockouts, labor disputes, labor disruptions, work stoppages or slowdowns, unless involving employees of Tenant; (b) embargoes, shortages of material, acts of God, acts of the public enemy, acts of a governmental authority (including, without limitation, the FAA, the DOT, the TSA, the EPA, any defense authorities or any condemning authority), extreme weather conditions, riots, rebellion, or sabotage, war (declared or undeclared), invasion, insurrection, or terrorism; (c) material diminution of utilities or utility failures, fire or other casualty; or (d) any other circumstances for which an affected party is not responsible and which are not within its ability to control in the exercise of commercially reasonable efforts. In the event either party is delayed in the performance of any obligation required by this Sublease, such performance shall be excused (unless the specific provision otherwise provides) for the period of the delay, and performance of any such obligation shall be extended for a period equal to the delay, if and only if the delay is by reason of Force Majeure. However, the time for Tenant's performance of any obligation shall not

be extended due to any lack of funds, financial or economic problems of either Tenant or Tenant's architects, contractors, suppliers, agents, consultants and/or employees. If Tenant shall claim a delay due to Force Majeure, Tenant must notify Landlord in writing for receipt by Landlord within fifteen (15) days of the first occurrence of an event of Force Majeure. Such notice must specify in reasonable detail the cause or basis for claiming force majeure and the anticipated delay in Tenant's performance. In no event shall any delay extend Tenant's performance beyond a sixty (60) day period without the specific written approval of Landlord. Under no circumstances shall any such condition or delay (unless the specific provision provides for abatement of Rentals), whether such condition or delay is claimed by Landlord or Tenant, excuse or delay Tenant's payment of any Rentals and other charges due hereunder. Further, Landlord's, American's or the Authority's reasonable reduction but not elimination of heat, light, air conditioning or any other services whatsoever to the Terminal or the Premises shall not relieve or excuse Tenant from any of its obligations hereunder.

Section 27.05 **NOTICES.** Notwithstanding the fact that certain descriptions elsewhere in this Sublease of notices required to be given by one (1) party to the other may omit to state that such notices shall be in writing, any notice, demand, request or other instrument which may be or is required to be given hereunder shall be in writing and sent by (a) United States certified mail, return receipt requested, postage prepaid, (b) United States express mail, (c) recognized overnight national air courier (such as Federal Express, Airborne or UPS for example), (d) personal delivery or (e) any other overnight method creating a receipt, waybill or other indication of delivery. Notices shall be addressed if to the Landlord, at the address as set forth on the Data Sheet, or such other address or addresses as Landlord may designate by written notice, together with copies thereof to such other parties designated by Landlord, and if to Tenant, the address set forth on the Data Sheet, or such other address or addresses as Tenant shall designate by written notice, together with copies thereof to such other parties designated by Tenant. Notices shall be deemed given on the 3rd day after deposit for notices sent under (a) and (b) above, on the first (1st) day after deposit for notices sent under (c) and (e) above and on the date delivered for notices sent under (d) above. Nothing contained in this Section 27.05 shall preclude, limit or modify Landlord's service of any notice, statement, demand or other communication in the manner required by law, including, but not limited to, any demand for rent under Article 7 of the New York Real Property Actions and Proceedings Law or any successor law of like import.

Section 27.06 **CAPTIONS AND SECTION NUMBERS.** The captions, section numbers, and article numbers appearing herein are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles hereof nor in any way affect this Sublease.

Section 27.07 **BROKER'S COMMISSION.** Each party represents and warrants to the other party that there are and shall be no claims for brokerage commissions or finder's fees in connection with this Sublease, and each party agrees to indemnify the other and hold it harmless from all liabilities arising from any claim due to its own acts for brokerage commissions and finder's fees in connection with this Sublease. Such indemnity shall survive the termination hereof. Notwithstanding the foregoing, each party shall be solely responsible for the payment of any claims for brokerage commissions or finder's fees as a result of such party's retaining a broker or similar entity in connection with this Sublease.

Section 27.08 **RECORDING.** Tenant shall not record this Sublease or any short form or memorandum hereof.

Section 27.09 **FURNISHING OF FINANCIAL STATEMENTS.** Tenant has provided Landlord at or prior to the date of this Sublease with statements reflecting its financial condition and a credit report as of a date within the last twelve (12) months as an inducement to Landlord to enter into this Sublease, and Tenant hereby represents and warrants that its financial condition and credit rating have not materially changed since the date of those statements and reports. Upon Landlord's written request, Tenant shall promptly furnish

Landlord, from time to time, but not more frequently than once in any Lease Year, with financial statements and a credit report reflecting Tenant's then current financial condition. Landlord shall treat such financial statements, credit reports and information provided to it confidentially, and shall not disclose them except to Landlord's lenders or otherwise as reasonably necessary for the operation of the Terminal or administration of Landlord's business or unless disclosure is required by any judicial or administrative order or ruling.

Section 27.10 **TENANT'S WAIVERS IN ACTION FOR POSSESSION.** Landlord and Tenant agree that in any action brought by Landlord to obtain possession of the Premises, the parties desire an expeditious resolution of such litigation. Accordingly, Tenant shall not file and hereby waives the right to file any non-compulsory counterclaim in such action. Tenant also shall not file and hereby waives the right to file any defense to such action for possession other than the defense that the default alleged by Landlord did not occur unless Tenant would otherwise be precluded from the filing of any such other defense in a separate action.

Section 27.11 **TRANSFER OF LANDLORD'S INTEREST.** In the event of any transfer or transfers of Landlord's interest in the Premises, the transferor shall be automatically relieved of any and all obligations on the part of Landlord accruing from and after the date of such transfer, provided that (a) the interest of the transferor, as Landlord, in any funds in the hands of Landlord in which Tenant has an interest shall be turned over, subject to such obligations, to the then transferee; (b) the transferee shall, by acceptance of any such transfer, be deemed to have assumed all obligations of the transferor from and after the date of such transfer; and (c) notice of such sale, transfer or lease shall be given to Tenant as required by law. Landlord also has the right at any time to assign this Sublease to American, the Authority or to any successor operator to American or the Authority in the Terminal or the Airport in the event of the expiration, termination or assignment of the Concession Area Lease without notice to Tenant.

Section 27.12 **FLOOR AREA.** The term "Floor Area" as used in this Sublease means with respect to any leasable area of the Premises the aggregate number of square feet of interior floor space of all floor levels therein, including any mezzanine space which shall be measured: (a) with respect to the front and rear width thereof, from the exterior face of the adjacent exterior or corridor wall, or if none, to the center of the demising partition; and (b) with respect to the depth thereof, from the front of the lease line as shown on **Exhibit A-2** to the exterior face of the exterior wall, or corridor wall, or if none, to the center of the demising partition. No deduction or exclusion from Floor Area shall be made by reason of columns, ducts, stairs, elevators, escalators, shafts or other interior construction or equipment.

Section 27.13 **INTEREST ON PAST DUE OBLIGATIONS.** Any amount due from Tenant to Landlord hereunder which is not paid when due (including, without limitation, amounts due as reimbursement to Landlord for costs incurred by Landlord in performing obligations of Tenant hereunder upon Tenant's failure to so perform) shall bear interest at the lesser of: (a) the prime rate of interest plus four percent (4%); (b) or the highest rate permitted by the laws of the State of New York (collectively, "**Late Interest**") from the date due until paid, unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Tenant hereunder. The "prime rate of interest" means the average interest rate per annum published in the national addition of The Wall Street Journal "Money Rates" section as of the relevant date of determination under this Sublease. If The Wall Street Journal ceases to publish such an average prime rate, the rate shall be the prime rate established by the commercial bank having an office in the City of New York with the highest net worth and which is a member of the New York Clearing House Association, then establishing and publishing a prime rate, or if no such commercial bank shall establish a prime rate, the rate to be used shall be a comparable rate for the purposes of establishing the cost of money as reasonably determined by Landlord. The parties hereto agree that such late payment charge represents a fair and reasonable estimate of costs and expenses Landlord will incur by reason of any such late payment.

Section 27.14 **LIABILITY OF LANDLORD AND LIMITATION OF DAMAGES.** If Landlord shall

fail to perform any covenant, term or condition hereof upon Landlord's part to be performed, and if as a consequence of such default Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the management fees from the concession program in the Terminal received by Landlord; and neither Landlord nor any of the officers, directors, employees, agents, partners or Affiliates of Landlord shall be liable for any deficiency. No shareholder, director, officer, agent or employee of either Landlord or Tenant shall be charged personally or held contractually liable under any term or provision of this Sublease or because of any breach thereof or because of the execution or attempted execution of this Sublease. Landlord (including its shareholders, directors, officers, agents, representatives or employees) shall not be liable to Tenant for any loss of business or any indirect, special, consequential or exemplary damages or lost profits.

Section 27.15 **EXECUTION OF SUBLEASE; NO OPTION.** The submission of this Sublease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of an option for Tenant to lease, or otherwise create any interest by Tenant in the Premises or any other premises in the Terminal. Execution of this Sublease by Tenant and the return of same to Landlord shall not be binding upon Landlord, notwithstanding any time interval, until Landlord has executed and delivered this Sublease to Tenant and the parties have obtained the required Consent Agreement executed by the Authority. Once so executed and delivered by Landlord as aforesaid and the parties have obtained the required Consent Agreement executed by the Authority, this Sublease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and assigns where permitted by this Sublease.

Section 27.16 **GOVERNING LAW.** All obligations of the parties hereunder are performable in Queens County, New York. This Sublease shall be governed by and construed under and in accordance with laws of the State of New York except where any state law shall be preempted by any rules, laws or regulations of the government of the United States of America and all agencies thereof. If any provision of this Sublease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible; in any event, all other provisions hereof shall be deemed valid and enforceable to the full extent.

Section 27.17 **SPECIFIC PERFORMANCE OF RIGHTS.** Each party shall have the right to obtain specific performance of any and all covenants or obligations of the other party hereunder except to the extent otherwise expressly provided herein for the benefit of Landlord excusing any such performance by Landlord, and nothing contained herein shall be construed as or shall have the effect of abridging such right.

Section 27.18 **SURVIVAL OF OBLIGATIONS.** All obligations of Tenant hereunder which cannot be ascertained to have been fully performed prior to the end of the Term or any earlier termination hereof shall survive any such expiration or termination. Further, all of the terms, conditions, covenants, provisions, restrictions or requirements imposed upon Tenant hereunder shall be deemed to extend to Tenant's agents, employees, officers, directors, partners, guarantors, contractors, invitees, concessionaires, licensees and subcontractors; and Tenant shall cause all such persons and entities to comply herewith and include any applicable provisions in any agreements, contracts, subcontracts or the like entered into by Tenant with such persons and/or entities with respect to Tenant's activities and operations in the Premises, the Terminal and the Airport.

Section 27.19 **CERTAIN RULES OF CONSTRUCTION.** Time is of the essence in Tenant's performance of this Sublease. Notwithstanding the fact that certain references elsewhere in this Sublease to acts required to be performed by Tenant hereunder, or to breaches or defaults of this Sublease by Tenant, omit to state that such acts shall be performed at Tenant's sole cost and expense, or omit to state that such breaches or defaults by Tenant are material, unless the context clearly implies to the contrary, each and every act to be

performed or obligation to be fulfilled by Tenant pursuant hereto shall be performed or fulfilled at Tenant's sole cost and expense, and all breaches or defaults by Tenant hereunder shall be deemed material. Tenant shall be fully responsible and liable for the observance and compliance by concessionaires, franchisees, subtenants and licensees of Tenant and with all the terms and conditions of this Sublease, which terms and conditions shall be applicable to concessionaires, franchisees, subtenants and licensees as fully as if they were the Tenant hereunder; and failure by a concessionaire, franchisee, subtenant or licensee fully to observe and comply with the terms and conditions of this Sublease shall constitute a default by Tenant. Nothing contained in the preceding sentence shall constitute consent by Landlord to any concession, subletting or other arrangement. Further, although the printed provisions of this Sublease were drawn by Landlord, the parties agree that this circumstance alone shall not create any presumption, canon of construction or implication favoring the position of either Landlord or Tenant; and the deletion of language from this Sublease prior to its mutual 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.

Section 27.20 **CONFIDENTIALITY.** Any and all information contained in this Sublease or provided to or by Tenant and/or Landlord by reason of the covenants and conditions hereof, economic or otherwise, shall remain confidential between Landlord and Tenant and shall not be divulged to third parties other than American and the Authority except as required to be disclosed by law or in connection with any litigation or similar judicial or administrative action between the parties. Landlord shall be permitted to divulge the contents of statements and reports derived and received in connection with the provisions of Articles 3 and 4 in connection with any contemplated sales, transfers, assignments, encumbrances or financing arrangements of Landlord's interest in the Concession Area Lease or in connection with any administrative or judicial proceedings in which Landlord is involved.

Section 27.21 **ATTORNEY FEES.** If at any time after the date that this Sublease has been executed by Landlord and Tenant, either Landlord or Tenant institutes any action or proceeding against the other relating to the provisions hereof or any default hereunder, the non-prevailing party in such action or proceeding shall reimburse the prevailing party for the reasonable expenses of attorneys' fees and all costs and disbursements incurred therein by the prevailing party, including, without limitation, any such fees, costs and disbursements incurred on any appeal from such action or proceeding. Subject to the provisions of local law, the prevailing party shall recover all such fees, costs or disbursements as costs taxable by the court or arbiter in the action or proceeding itself without the necessity for a cross-action by the prevailing party. Any such amounts due from Tenant to Landlord under this provision shall be considered as Additional Rent hereunder and shall be paid by Tenant to Landlord within twenty (20) days after written demand. Any such amounts due from Landlord to Tenant under this provisions shall be paid by Landlord to Tenant within twenty (20) days after written demand.

Section 27.22 **WAIVER OF TRIAL BY JURY.** Landlord and Tenant desire and intend that any disputes arising between them with respect to or in connection with this Sublease be subject to expeditious resolution in a court trial without a jury. Therefore, Landlord and Tenant each hereby waives the right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding or other hearing brought by either Landlord against Tenant or Tenant against Landlord or any matter whatsoever arising out of, or in any way connected with, this Sublease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

Section 27.23 **A.D.A. & OTHER HANDICAP ACCESS AND NON-DISCRIMINATION LAWS COMPLIANCE.** Tenant agrees that with respect to the Premises, its Fixed Improvements and Operating Equipment (including communications equipment) thereon, Tenant shall be responsible for compliance

with the Americans with Disabilities Act of 1990 ("**ADA**", 42U.S.C.§§12101 et seq.) and the Regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto ("**ADAAG**"), provided that Tenant shall not have any obligation to make any Base Building Work improvements or Base Building Work changes to the Premises. Within five (5) days after receipt, Tenant shall advise Landlord in writing and provide copies of (as applicable), any notices alleging violation of the ADA relating to any portion of the Premises; any claims made or threatened in writing regarding noncompliance with the ADA and relating to any portion of the Premises or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to any portion of the Premises. Tenant acknowledges that a portion of the Premises is to be used by the traveling public. Tenant shall make available such space to the traveling public on a nondiscriminatory basis, including ensuring access by disabled persons, and shall coordinate its activities and operations with abutting tenants so as to maximize efficient use of available space. If Tenant fails to comply with the requirements of this Section, Landlord, upon reasonable notice to Tenant and an opportunity to cure, shall have the right, but not the obligation, to enter the Premises and perform all necessary tasks to ensure Tenant's compliance with the ADA and other handicap access and nondiscrimination laws and requirements as set forth in this Section 27.23. **Tenant shall indemnify, defend and save harmless Landlord and American from all injury, loss or damage to any Person or property occasioned by Landlord's completion of any necessary tasks to ensure compliance with this Section, except to the extent such loss or damage is the result of the gross negligence or willful misconduct of Landlord or American.** Tenant shall reimburse Landlord for any and all actual costs plus an administrative fee equal to fifteen percent (15%) of such costs incurred in completing such necessary tasks to ensure Tenant's compliance with this Section, including, but not limited to, reasonable attorneys' and consultants' fees and disbursements and costs of corrective measures.

Section 27.24 **AIRPORT SECURITY.** Tenant shall be fully responsible, at its sole cost, for providing security for the Premises with no right of reimbursement from Landlord. Tenant hereby agrees that it shall take such reasonable security precautions with respect to the Premises and its operations and personnel as Landlord, American and the Authority, in their discretion, may require from time to time. Notwithstanding the foregoing, Tenant shall comply with security policies, regulations, rules, statutes, orders, directives, mandates and/or practices as such now exist or as they may be changed, amended, or replaced with new and different requirements in the future as Landlord, American (including, without limitation, American's FAA-approved "Safety Program" as it is in effect from time to time), the Authority or any local, state or federal agency of competent jurisdiction, including the FAA and/or the TSA, may from time to time require, including, but not limited to, compliance, at Tenant's sole cost and expense, with any background investigation, fingerprinting, verification of citizenship and residency and badging requirements for all of its personnel employed at the Terminal (including Tenant's employees and employees of any of Tenant's contractors, subcontractors, concessionaires, franchisees, subtenants and licensees) and with respect to screening of all of the equipment, supplies, materials, merchandise, goods, products and inventory. **Tenant hereby covenants and agrees with Landlord that Tenant shall indemnify, defend and hold harmless Landlord, American, the Authority, the City of New York and their respective officers, directors, agents, representatives, elected officials and employees from and against any and all liabilities, claims, costs, damages, demands, 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, directly or indirectly, the failure by Tenant to strictly comply with the requirements of local, state and federal law, including, but not limited to, the FAA's, the TSA's, the Authority's, American's and Landlord's rules and regulations concerning the subject matter set forth in this Section 27.24.**

Section 27.25 **NON-DISCRIMINATION AND AFFIRMATIVE ACTION.** With respect to non-discrimination and affirmative action, Tenant, its agents, employees, licensees, contractors and subcontractors shall comply at all times with all of the terms and conditions set forth in **Exhibit I.** Tenant, for itself, its successors in interest, and assigns, as a part of the consideration for the Sublease, shall covenant and agree

that: (a) no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises; (b) in the construction of any improvements on, over, or under the Premises and furnishing of services thereon, no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in such activities, denied the benefits thereof, or otherwise be subject to discrimination; and (c) Subtenant shall use the Premises 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, Part 21, Non-discrimination in Federally-assisted programs of 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 Subtenant's operations at the Premises, whether by reason of agreement between American, the Authority and the United States Government or otherwise. Furthermore, during the performance of this Sublease, the parties hereto hereby incorporate by reference the provisions set forth in 41 CFR § 60-1.4, §60-250.5 and §60-741.5, which provisions apply to all nonexempt contractors and vendors.

Section 27.26 **LABOR HARMONY.** Tenant agrees that in the use of the Premises or any work performed in or about the Premises that Tenant will employ only labor which can work in harmony with all elements of labor being employed at the Airport. Tenant shall use its best efforts, taking all measures and means, to insure labor harmony in its activities at the Terminal and the Airport, all to the end of avoiding and preventing strikes, walkouts, work stoppages, slowdowns, boycotts and other labor trouble and discord. Tenant particularly recognizes the essential necessity of the continued and full operation of the whole Airport as a transportation center. Tenant shall immediately give oral notice to Landlord (to be followed by written notice and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against Tenant or against any of Tenant's operations pursuant to this Sublease which in the opinion of Landlord, American and/or the Authority: (a) physically interferes with the operation of the Terminal or the Airport, or (b) physically interferes with access by the public between the Premises and any portion of the Terminal or the Airport, or (c) physically interferes with access by the public to other areas of the Terminal or the Airport, or (d) physically interferes with the operations of other tenants, concessionaires, lessees or licensees at the Terminal or the Airport, or (e) presents a danger to the health or safety of users of the Terminal or the Airport, persons employed thereat, or to members of the public, whether or not the same is due to the fault of Tenant or is caused by employees of Tenant or of others, Landlord, American and/or the Authority shall have the right at any time during the continuance thereof, by twenty-four (24) hours oral notice, to suspend Tenant's operations hereunder effective at the time specified in such oral notice. During any suspension, Tenant shall cease all its activities and operations hereunder and take such steps to secure and protect the Premises 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 Tenant shall be relieved of its obligation to continually conduct its business in the Premises during a suspension period, suspension shall not relieve Tenant of its payment or reporting obligations hereunder; and there shall be no abatement of Rentals under any circumstances whatsoever unless otherwise approved in writing by Landlord determined in its sole and absolute discretion.

Section 27.27 **CROSS DEFAULT.** Notwithstanding anything to the contrary contained in this Sublease, a default of Tenant's obligations under the provisions of any other lease with Landlord covering any other concession facilities within the Terminal shall constitute a default by Tenant under this Sublease, entitling Landlord to the rights and remedies provided to it under this Sublease at law, and at equity.

Section 27.28 **DISCOUNT TO CERTAIN EMPLOYEES AND CUSTOMER VOUCHERS.** Notwithstanding anything to the contrary contained in this Sublease, Tenant is hereby required to give a

discount for all merchandise, products and/or services sold and/or rendered hereunder (other than alcoholic beverages) to all individuals employed at the Airport, all American employees and to all Terminal airline employees. The discount to be given as required under this Sublease shall be in the amount of ten percent (10%) as compared to Tenant's normal non-sale prices offered to the general public and the discounted portion of the sale shall be separately stated. All Tenants shall honor, for reimbursement by American, food and beverage vouchers issued by American from time to time by passengers bearing a boarding pass or other verifying documentation deemed sufficient by American.

Section 27.29 **LOCAL BUSINESS ENTERPRISE COMMITMENT.** Tenant commits to use good faith efforts to implement an extensive program to utilize Local Business Enterprises in accordance with, and as set forth on, **Exhibit J.**

Section 27.30 **TENANT'S CERTIFICATION.** Tenant hereby represents and warrants to Landlord that Tenant is not, and shall not become, a person or entity with whom Landlord is restricted from doing business under the 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 other governmental action and is not and shall not engage in any dealings or transactions or be otherwise associated with such persons or entities. Tenant acknowledges that Landlord is executing this Sublease in reliance on the foregoing representations and warranties and that such representations and warranties are a material element of the consideration inducing Landlord to enter into and execute this Sublease. In the event of any breach of the foregoing representations and warranties by Tenant, Landlord shall have the right, in addition to any other remedies provided under this Sublease or at law, to immediately terminate this Sublease upon written notice to Tenant. In the event of any such termination by Landlord, Tenant shall, immediately on receipt of Landlord's termination notice, close the Premises for business and surrender possession of the Premises to Landlord without Landlord resorting to any other legal process.

Section 27.31 **LANDLORD'S REIMBURSEMENT OF TENANT'S ELIGIBLE COSTS.** In the event the Expiration Date of this Sublease is not automatically extended to the Tenth Anniversary as the result of the extension of the term of the Concession Area Lease, as provided in the Data Sheet, then within sixty (60) days following the actual Expiration Date of this Sublease, Landlord shall reimburse Tenant for the then unamortized portion of Tenant's Eligible Costs as provided in the Depreciation Schedule previously submitted by Tenant and approved by Landlord and American. The Section 27.31 shall not be binding on the Authority.

Section 27.32 **CONSENT AGREEMENT PAYMENTS.** Paragraph 3 of the Consent Agreement provides that Tenant shall, on demand of the Authority, at any time that Landlord is in default of its obligations under the "Permit" (as such term is defined in the Consent Agreement) pay directly to the Authority any amount due to Landlord from Tenant under this Sublease and that any such payments by Tenant to the Authority shall be credited as the Authority determines against the obligations of Landlord or Tenant. Notwithstanding anything contained in the Consent Agreement to the contrary, as between Landlord and Tenant any rental payments made by Tenant to the Authority pursuant to the Consent Agreement shall be applied to and credited against the rental payment obligations of Tenant under this Sublease.

Section 27.33 **CONCESSION AREA LEASE, AUTHORITY LEASE AND PERMIT.** Tenant has expressed concern to Landlord regarding the terms and conditions of the Concession Area Lease, the Authority Lease and the Permit. If Tenant strictly observes and complies with all of the terms, provisions

and conditions of this Sublease required to be observed and complied with by Tenant (without reference to the Concession Area Lease, the Authority Lease or the Permit or any specific Sections or subsections thereof), as between Landlord and Tenant, Tenant shall be deemed to be in compliance with the terms of the Concession Area Lease, the Authority Lease and the Permit. Further, Landlord is not aware of any monetary obligations required to be paid by Tenant under the Concession Area Lease, the Authority Lease or the Permit that are not specifically described in this Sublease (without reference to the Concession Area Lease, the Authority Lease or the Permit or any specific Sections or subsections thereof).

IN WITNESS WHEREOF, Landlord and Tenant, personally or by their duly authorized agents, have executed this Sublease as of the day and year first above written.

TENANT:

OTG MANAGEMENT T8, LLC,
a Delaware limited liability company

By: _____

Print Name: Eric J. Blatstein

Title: Managing Member

LANDLORD:

WESTFIELD CONCESSION MANAGEMENT, LLC,
a Delaware limited liability company

By: _____

Print Name: Arnold L. Mayersohn, Jr.

Title: Asst. V.P. & Secretary

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, LLC** ("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. (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.

[Note: Signature Blocks and Notary Forms will be provided in the Consent Agreement to be signed]

EXHIBIT C

JOHN F. KENNEDY INTERNATIONAL AIRPORT

TENANT CERTIFIED GROSS RECEIPTS AND RENT STATEMENT

TENANT NAME: _____ SPACE#: _____ CONTACT: _____

YEAR: _____ PHONE: _____

Month	Gross Receipts	RENT										
		Guaranteed Rent	Percentage Rent				Mrktg Fund 0.5%	Electric (F&B Only)	Logistical Support & Pub. Area Main Fee	Taxes	Total Rent
			Breakpoint	Overage	%	Rent					
Jan											
Feb											
Mar											
Apr											
May											
June											
Jul											
Aug											
Sep											
Oct											
Nov											
Dec											
Y-T-D											

CERTIFICATION: The undersigned hereby certifies that the information contained herein is true and correct in all respects.

Signed: _____ Date: _____

Title: _____

EXHIBIT D

DESIGN AND CONSTRUCTION REQUIREMENTS

I. INTRODUCTION AND DEFINITIONS.

A. American has constructed or is in the process of constructing all of the existing improvements for the Terminal as generally shown on Exhibit A-1, including the base building structure and the base building utility systems. American shall have the right to perform the safe removal, encapsulation, enclosure or other disposition of Toxic or Hazardous Materials, if any, that exist within the Premises as of the date Tenant is delivered possession of the Premises. American is obligated under the Concession Area Lease to remediate or remove (or reimburse Tenant for the reasonable costs incurred by Tenant) any such pre-existing Toxic or Hazardous Materials that American determines, in its sole discretion, to be necessary in order for Tenant to perform Tenant's Work. If Tenant encounters any such pre-existing Toxic or Hazardous Materials during the performance of Tenant's Work for the initial construction of the Premises, Tenant shall immediately notify Landlord and American in writing and provide all details related thereto. In no event shall Tenant perform any of Tenant's Work that will in any way disturb any such Toxic or Hazardous Materials so encountered until American has determined whether it is necessary to remediate or remove the same.

B. The term "**American's Work**" shall mean American's total responsibility for construction of improvements for the Premises within the Terminal as set forth in this Exhibit D. The cost of American's Work shall be borne as set forth in this Exhibit D. American's Work shall be of a design, type, size, location, quality and nature as may be selected by American from time to time. Any item of work necessary to complete the Premises which is not hereinafter specifically included as part of American's Work under this Exhibit D shall be considered as part of Tenant's Work.

C. The term "**Tenant's Work**" shall mean Tenant's total responsibility (or any portion thereof) for the construction and improvement of the Premises. Tenant's Work shall be performed at Tenant's sole cost and expense. Tenant's Work shall include, but not be limited to, all work necessary or required to complete the Premises, except those items of work that are specifically included under this Exhibit D as part of American's Work.

II. GENERAL REQUIREMENTS AND PROVISIONS.

A. Tenant's Work shall be subject to Landlord's, American's and the Authority's prior approval, such approval to be determined in their sole discretion, and shall be designed, fabricated, constructed and installed to comply with all of the requirements set forth in the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process and with all of the requirements set forth in other various documents and requirements of the Authority pertaining to Tenant's construction within the Terminal. All details and information contained in either the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process, whether appearing on Tenant's Conceptual Plans and Final Drawings or not, shall be considered a part of Tenant's Conceptual Plans and Final Drawings and design and construction requirements. By this reference the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process requirements are incorporated herein and made a part of this Exhibit D and the Sublease. This Exhibit D, Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process requirements may, when the context requires, hereinafter be collectively referred to as "**Tenant's Construction Requirements**".

B. The design, fabrication, construction and installation of Tenant's Work must comply with each of the following requirements:

1. This Exhibit D.

2. The Design Guidelines.

3. The Tenant Construction Review Manual, the Alteration Application and the TAA Process.

4. Tenant's Final Drawings, as approved by Landlord, American and the Authority.

5. All applicable laws, ordinances, codes, regulations and the requirements of all federal, state or local permitting, building and inspection agencies, including the Authority.

6. All applicable standards of the American Insurance Association, The National Electric Code (latest edition), the American Society of Heating, Refrigeration and Air Conditioning Engineer's Guide (latest edition), the Authority's, American's and Landlord's insurance carriers, the local building codes and regulations and all other agencies having jurisdiction.

In the event of a conflict between any of the above-referenced items, the most stringent requirement shall govern each increment of Tenant's Work.

C. All aspects of Tenant's Work shall be performed in a professional, first-class and workmanlike manner and shall be in a good and first-class and usable condition as of the date of completion and maintained in such condition at all times. All materials used in Tenant's Work, Tenant's construction of the Premises and installations made as a part of Tenant's Work shall be of new, commercial grade and first-class quality. After Tenant's initial construction of the Premises, any and all elective Refurbishments and any and all Refurbishments required of Tenant by Landlord or American under the applicable provisions of the Sublease shall be performed in accordance with all of the requirements set forth in this Exhibit D and the most current editions of the Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, and the TAA Process.

D. Tenant shall be solely responsible for the investment required for the planning, design, development, construction, fabrication and installation of all Fixed Improvements and other permanent leasehold improvements and Operating Equipment necessary to complete the Premises as required to provide the concession services within the Terminal as provided in the Sublease. Such investment shall be subject to the detailed review and approval by Landlord and American as provided elsewhere in the Sublease and in the Tenant's Construction Requirements.

E. All contracts and subcontracts for any portion of Tenant's Work shall require: (i) that all contractors and subcontractors provide labor that can work in harmony with other elements of labor employed or to be employed at the Airport as specified in Section 27.25 hereof; (ii) insurance coverage and suretyship reasonably satisfactory to Landlord, American and the Authority for the protection of Landlord, American, the Authority and their respective laborers, suppliers, contractors, subcontractors and the general public; (iii) that all contractors and subcontractors comply strictly with all of the applicable provisions of the Authority Lease, the Concession Area Lease, this Sublease, this Exhibit D, Tenant Construction Review Manual, the Design Guidelines, the Alteration Application, the TAA Process; and (iv) for all Fixed Improvements and other permanent leasehold improvements to the Premises, performance bonds and payment bonds from the Tenant or its general contractor, in form and substance satisfactory to Landlord and American, each of which

shall name Landlord, American and the Authority as an additional obligee and which shall be in the penal sum equal to the amount of Tenant's total construction contracts and subcontracts. Further, Tenant shall comply and shall cause all of its contractors and subcontractors to comply with the Authority's non-discrimination and affirmative action provisions contained in **Exhibit I** and shall require the inclusion of such provisions in all contracts and subcontracts relating in any way to Tenant's Work.

III. AMERICAN'S WORK.

A. As required by the Concession Area Lease, American shall perform the "**Base Building Work**" which is defined to mean the subflooring, ceiling structure, demising walls, utilities infrastructure and other base building improvements, structures and fixtures which American installs or causes to be installed at the Concession Area in accordance with the Authority Lease. Base Building Work includes delivery of portions of the Concession Area designated for concession activities including the Premises, in "shell condition". "Shell condition" is defined, for purposes of this Sublease, as smooth concrete floors, demising studs and walls, and utility services (conduits, lines, pipes, etc.) of commercially adequate capacity and size located at the lease lines of the Premises or areas adjacent thereto for electric, gas (designated food & beverage locations only, except that there is no gas service to Concourse C of the Terminal), access to the telephone communications room, access to satellite and cable television connection points (bar and restaurant and other specifically designated locations only), heating ventilating and air conditioning systems including access for exhaust ducts for food & beverage locations ("**HVAC**"), fire alarm system, fire sprinkler system, water, waste water and sewer, etc. and any other utility services reasonably necessary for the intended general concessions uses of the Premises. American's Work to be performed or provided at American's sole cost and expense shall be limited to the following:

1. A basic building in "shell condition" for the Premises (for in-line concession facility locations only) to American's specifications. Neither Landlord nor American shall provide any finished walls or wall coverings, finished ceiling or ceiling covering or finished floor covering within the Premises, all of such to be performed by Tenant as part of Tenant's Work.

2. Utility stub-ins of a commercially adequate capacity and size located at the lease lines of each of Premises or areas adjacent thereto for electric, gas (designated food & beverage locations only, except that there is no gas service to Concourse C of the Terminal), access to the telephone communications room, access to satellite and cable television connection points (bar and restaurant and other specifically designated locations only), HVAC systems including access for exhaust ducts for food & beverage locations, fire alarm system, fire sprinkler system, water, waste water and sewer, etc. and any other utility services reasonably necessary for the intended general concessions uses of the Premises, as more fully detailed on the utilities matrix ("**Utilities Matrix**") attached as an exhibit to the Concession Area Lease. Tenant acknowledges that a copy of the Utilities Matrix has been provided to Tenant.

3. Public use service corridors, if any, located as required by code or as selected by American, with such corridor walls, if any, finished on the corridor side only.

B. American and Landlord may, but shall not be required to, provide additional items of basic building shell or base building utility conduit services for the Premises as part of American's Work. If applicable, such additional items, if any, shall be provided in accordance with American's specifications.

IV. TENANT'S WORK.

A. Tenant shall prepare preliminary conceptual plans ("Conceptual Plans") for the Premises in accordance with the provisions of the Tenant's Construction Requirements and submit them to Landlord, American and

the Authority (if American and the Authority determines to review Conceptual Plans) for approval, such approval to be determined in their sole discretion. The Conceptual Plans must be submitted to Landlord not later than twenty (20) days from the Commencement Date or such shorter period of time as may be required for Tenant to open for business by the Latest Rental Commencement Date, and shall include at a minimum the following:

Floor Plans: To include overall dimensions; interior finishes; construction components; identification of any proposed structural alterations to the Premises.

Fixture Plans: Merchandising layouts of the Premises including fixture locations (permanent and movable); and details and/or catalog cuts of the fixtures including materials with smoke developed ratings and flame spread classifications.

Reflected Ceiling Plans: Showing types and electrical connections for lighting fixtures.

Elevations: Drawings of all interior and storefront elevations of the Premises visible to the public, storefront details illustrating architectural compatibility with surrounding areas, building sections or cross sections to accurately depict design details.

Material Boards: Material boards referenced to floor plans and elevations for the Premises illustrating floor base, wall, door, trim and ceiling materials and color selections; material boards shall include color photos and catalog cuts of furniture and/or fixtures where required; colors and materials for all storefront components. Include smoke developed ratings and flame spread classifications, as applicable.

Project Schedule: A preliminary project schedule describing the actions necessary to implement the project, the sequence of actions and the schedule of actions.

Signage Drawings: The shape, size, color and location of signs, and a description of all methods of fabrication, installation and construction.

B. Landlord shall have the right to require modifications to the Conceptual Plans and any approval granted by Landlord is subject to the Tenant's incorporation of the required modifications and draft set of Tenant specifications to ensure compliance with the Tenant Construction Requirements. In the event Landlord requires any such modifications to the Conceptual Plans, Tenant shall prepare and submit the same for Landlord's review and approval within ten (10) days after receipt of Landlord's modifications. Tenant shall follow the steps as outlined in the Tenant Construction Requirements for submitting the Conceptual Plans required for the Tenant.

C. Tenant shall prepare final drawings and specifications ("Final Drawings") which are based on the approved Conceptual Plans for the Premises as described in the Tenant Design Criteria and Handbook within twenty (20) days from receipt of the approved Conceptual Plans, or earlier as may be required to open the Premises for business no later than the Latest Rental Commencement Date. The Final Drawings shall be prepared, and all calculations must be signed and sealed by a registered architect or a registered engineer licensed in the State of New York, and at a minimum, must include the following:

Drawings: Floor Plans including location of all walls, partitions, and doors; lease lines to adjacent premises; overall dimensions of space with column locations; including room finish schedule with fire rating and door and hardware schedule.

Final Fixturing Plans: Merchandising layouts.

Reflected Ceiling Plans: To include ceiling grid, soffits, drops, recesses, coves, etc.; ceiling heights for each space; all light fixtures; HVAC supply and return grilles; type of ceiling system with fire-rating; sprinklers and smoke detectors; any items attached to or coming through the ceiling, if any, ceiling mounted signs, banners, flags, etc.; and communicated system components.

Structural Drawings: Structural drawings and calculations of proposed structural alterations to the base building.

Signage Drawings: Elevation of storefront showing design, location, size, color and layout of signs, including dimensions, etc., and a description of all methods of construction.

Mechanical Drawings: To include load calculations submitted as required in the Tenant's Construction Requirements and proposed locations of all equipment.

Plumbing Drawings: If applicable, to include location and size of water and supply lines, drains, vents and grease traps; and water and sanitary riser diagrams.

Fire Protection System: Fire suppression system including hydro-calculations, as required, to illustrate Tenant's alteration to existing sprinkler coverage; and fire alarm and location of connection point to the base building fire alarm systems and location of addressable smoke detectors, duct/smoke detectors, combination heat/smoke detectors and addressable heat detectors all per the Tenant's Construction Requirements and all applicable codes and regulations.

Electrical Plans: To include power and lighting layout with circuits and home runs; electrical load requirements; on panel schedules; service riser diagrams; telephone conduits; and load calculations.

Sections: Showing construction materials and design details.

Special Systems: Such as telephone and data transmission line systems; airport access control system (if applicable); paging system (if applicable); cable access television system (if applicable); and master clock system (if applicable).

Locking System: Tenant shall install a lock keying system compatible with American's and the Authority's system on all entrances to the Premises and mechanical room entrances located therein for police, security, fire protection and maintenance reasons.

Specifications: All specifications shall include the requirements contained in the Tenant's Construction Requirements.

D. Tenant shall submit to the Landlord, American and the Authority as part of the Conceptual Plans and Final Drawings, drawings (in color) showing storefronts, window displays, signage and any advertising structures; plus a lighting plan.

E. When Tenant submits any plans and specifications to Landlord it shall include complete sets for each submittal as specified in the Tenant's Construction Requirements.

F. Tenant's Work shall include the procurement of all necessary building permits, licenses, variances, and

additional utility services required to facilitate Tenant's construction and occupancy of the Premises, and the payment of any fees associated therewith as may be required by the Authority, other public agencies and utility companies. Within five (5) days after approval of the Final Drawings or such shorter period of time as may be required for Tenant to open the Premises for business no later than the Latest Rental Commencement Date, Tenant shall make all necessary applications, provide all necessary information, pay all required fees and take all necessary actions to obtain such items and shall endeavor to use due diligence and its best efforts to procure the same as quickly as possible. Please refer to the Tenant's Construction Requirements.

G. Tenant shall comply in all respects with the Tenant's Construction Requirements including, but not limited to, applicable local/state health department requirements, U.S. Department of Labor, Construction Safety and Health Regulations, Part 1926. Tenant shall comply and be liable for all costs associated with adherence to the Americans with Disabilities Act (ADA) codes and guidelines.

H. If the Premises are modified, renovated, or newly-constructed, the Tenant shall: (i) obtain the Architect's/Engineer's New York Seal on two (2) sets of final construction drawings or as may otherwise be specified by the Authority's TAA Process submitted for a building permit; (ii) obtain from the Tenant's contractor(s) a written warranty of all materials and workmanship for a period of one (1) year effective from the date of beneficial occupancy of the Premises. Tenant's contractor(s) shall be required by Tenant in its construction contract to repair and/or replace all defective materials, equipment and workmanship at no cost to the Authority, American, Landlord or Tenant occupying the Premises; (iii) obtain all required manufacturers' guarantees, maintenance manuals and other pertinent documents; and (iv) furnish to Landlord the information and documentation specified in Section 5.01, no later than ninety (90) days after completion of the Fixed Improvements or any Refurbishments.

I. Tenant's Final Drawings must be submitted to Landlord in CADD and satisfy all other requirements for Final Drawings as set forth in this Exhibit D and the Tenant's Construction Requirements.

J. Tenant shall not be permitted to commence any work until all requirements of the Tenant's Construction Requirements and this Exhibit D have been completed.

K. Security clearance must be completed as required by American and/or the Authority.

L. Separate construction deposits of a minimum of Ten Thousand Dollars ($10,000.00) each will be required from both Tenant and from Tenant's general contractor and neither shall be released by Landlord to Tenant or Tenant's general contractor until after satisfactory completion of all requirements of this Exhibit D and the documents referenced herein, approval by both Landlord's American's and the Authority's on-site construction supervision personnel specifying that all of Tenant's Work has been completed and accepted by Landlord, American and the Authority, proper completion of any and all punch list items and acceptance thereof by Landlord and delivery to Landlord of all of the construction close-out documents required under this Sublease and acceptance and approval thereof by Landlord.

M. During the construction periods at the Terminal, Tenant and its agents, servants, employees, contractors and subcontractors shall be permitted entry and access to the Terminal and to the Premises for the purpose of performing and completing all work necessary to make the Premises and other improvements ready for use, occupancy and rental. During the construction periods, Tenant and its agents, consultants and employees, contractors and subcontractors shall observe all applicable rules and regulations and applicable directives imposed by American and/or the Authority at the Terminal as to the conduct of their work. Tenant shall be responsible for securing, keeping and maintaining all of their equipment, materials, supplies, tools, work trailers and the like within the Premises, or within a defined staging area for the exclusive purpose of

supporting the Premises construction, subject to Landlord and American approval. Tenant shall also be responsible for insuring that all construction debris is removed from the construction site daily, and that the site is neat and clean at all times. Tenant shall comply in all respects with procedures for project close-out and acceptance of the space as detailed in the Tenant's Construction Requirements.

N. All policies of insurance and bonds addressed in this Sublease shall be issued for the protection of the Landlord, Tenant, American and the Authority, in accordance with their respective insurable interests. The terms of the policies and bonds and the insurer or surety shall be subject to the reasonable approval of Landlord, American and the Authority.

O. Tenant shall provide, maintain and identify the Authority, American and Landlord as an additional insured, with respect to the insurance protection required under the provisions outlined in the Sublease.

P. Construction Costs:

1. As part of Tenant's Work and the construction requirements required in this Sublease, Tenant shall submit to Landlord a statement of the total construction costs which it has certified as correct with all supporting documents required by Landlord as specified in the applicable sections of this Sublease.

2. The Authority, American, Landlord, or an independent professional firm retained by any of them, may audit costs associated with the construction, modification or renovation of the Premises. In this regard, the Authority, American, Landlord and/or their auditing firm(s) shall have the right upon seven (7) days advance request by the Authority, American or Landlord during the Term hereof and for such longer period as required by the Authority, to examine and audit books, records, documents and other evidence and accounting procedures and practices, sufficient to reflect properly all construction costs claimed to have been incurred or anticipated to be incurred, in performing this Sublease. The right of examination shall extend to all documents necessary to allow evaluation of both the validity and reasonableness of said construction costs, including all documents of Tenant who shall make all construction records available to the Authority, American or Landlord within the Port of New York District for examination, audit, or reproduction, upon seven (7) days advance request by the Authority, American or Landlord.

Q. In its construction plans Tenant must insure that the Premises has strong visual appeal and is inviting to the customers; and that the Premises accommodates customers with luggage and meets all Americans With Disabilities Act (ADA) requirements relating to ingress, egress, access and other architectural matters, such as for example, large print price signs for the visually impaired and the ability to communicate with hearing impaired.

V. CONSTRUCTION CHARGEBACKS PAYABLE TO LANDLORD.

A. Landlord may provide items of construction, work or services for the Premises as a part of American's Work at Tenant's sole cost and expense, including, but not limited to the following:

1. Landlord, at Tenant's expense, may install a temporary construction barricade along the storefront area leaseline in a design, material and location approved by Landlord if Tenant fails to install such temporary construction barricade prior to the commencement of any of Tenant's Work in the Premises. If Landlord installs such a barricade, Tenant shall reimburse Landlord therefor as Additional Rent an amount which will be computed at the rate of One Hundred Fifty Dollars ($150.00) per lineal foot of the barricade. Upon completion of Tenant's Work, Tenant shall be responsible, at Tenant's sole cost, to remove such barricade to an appropriate disposal site outside of the Airport.

2. Tenant's general contractor shall pay to American, a non-refundable fee for use of the dumpster, with respect to all construction debris and trash required to be removed from the Terminal by Tenant's general contractor with respect to the performance of Tenant's Work. Such initial fee is estimated to be at the rate of One and 50/100 Dollars ($1.50) per square foot of Floor Area in the Premises and checks are payable to "American Airlines, Inc." but delivered to Landlord's on-site tenant coordinator. If American incurs costs greater than such estimated rate, Tenant shall reimburse American within twenty (20) days of demand for any such actual excess costs.

VI. PROGRESS MEETINGS; MISCELLANEOUS.

A. Representatives of Landlord and Tenant, as designated in writing to each other, shall establish and attend on-site progress meetings with such periods of frequency during the performance of Tenant's Work as may be mutually agreed upon but no less frequently than bi-weekly.

B. Tenant shall perform Tenant's Work so as not to: (i) unreasonably interfere with any other construction being performed at the Terminal or the Airport; or (ii) unreasonably impair the use, occupancy or enjoyment at the Terminal and/or the Airport by Landlord, American, the Authority, other airlines, other subtenants operating concession facilities or customers of any of them.

C. Tenant shall (i) take all safety measures required to protect the Terminal and/or the Airport from injury or damage caused by or resulting from the performance of Tenant's Work and defend, protect and indemnify Landlord, American and the Authority (including their respective agents, commissioners, officers, directors and employees), other airlines, other subtenants operating concession facilities or customers of any of them from any and all claims arising from or in connection with the death of or accident, injury, loss or damage whatsoever caused to any natural person or to the property of any person or entity arising out of, in connection with, or as a result of Tenant's Work; (ii) repair any and all damage to the Terminal and/or the Airport as a result of Tenant's Work; and (iii) require all contractors and subcontractors to comply with all of the Authority's Requirements and Tenant's Construction Requirements for the performance of Tenant's Work.

EXHIBIT E

AUTHORITY STREET PRICING REQUIREMENTS

A. General Authority Street Pricing Policy.

The Aviation Department of the Authority requires specific pricing criteria in all concessions agreements at the Airport. In general, the Authority and American seek to promote fair and reasonable prices in airport concession programs. The street pricing policy is also designed to produce a greater volume of sales, thereby reflecting the Authority's and American's objective to provide high customer service and optimization of financial return. The Authority's street pricing policy requires that prices charged at the Airport will be comparable to off-airport prices. In general, the policy requires any specialty retail, newsstand and food & beverage vendors that operate both on-airport and off-airport to price goods in the on-airport store within the range of prices charged at their off-airport stores. For vendors without off-airport operations in the area, comparable stores in the region are identified to establish the basis for street prices (the specific methodology for this comparison is established based upon the specific type of store and merchandise sold). For duty free concession vendors, where there are no comparable off-airport operations, the pricing policy requires that the prices of duty free merchandise be substantially comparable to the prices charged for duty free goods in duty free stores at other airports in the northeastern United States. Further, vendors must submit price lists for all goods and services in advance for approval. The street pricing policy also requires vendors to post signs in clearly visible locations notifying customers that the store charges fair and reasonable prices that are comparable to other stores in the region. Landlord requires strict adherence to the Authority's street pricing policy.

B. Comparable Locations In the Metro Area.

1. Specialty Retail and Food & Beverage Concession Facilities. For price comparative purposes, the street pricing policy requires that the prices charged in the various types of specialty retail and food & beverage concession facilities permitted hereunder shall be compared to similar specialty retail and food & beverage establishments located in major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time.

2. Newsstand and News & Gifts Concession Facilities. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for newspapers, magazines and sundries shall be compared to local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. For price comparative purposes, the street pricing policy requires that the prices charged in the newsstand and news & gift concession facilities permitted hereunder for gifts, souvenirs and novelties shall be compared to both similar gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as well as to the local convenience store chains and/or local non-Airport news & gift locations (excluding any locations which do not have multiple independent competitive sources and operators) in the Metro Area as selected by Landlord from time to time.

C. Specialty Retail and Food & Beverage Concession Facilities Pricing Requirements.

Tenant's prices for all specialty retail and food & beverage products permitted to be sold under the Permitted Use clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor are the same or comparable with comparable brands in specialty retail and food & beverage establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. To determine fair, reasonable and comparable prices, Landlord or its agents, at least once per year or more often if Landlord so desires, may select five (5) comparable establishments in such locations within the Metro Area. Tenant's prices may not exceed the average price of those similar items in the five (5) comparable establishments.

D. Newsstand and News & Gifts Concession Facilities Pricing Requirements.

Tenant's prices for all news and gift products permitted to be sold under the Permitted Use clause in this Sublease shall at all times be fair and reasonable and must be competitively priced such that the prices charged therefor for newspapers, magazines and sundries are the same or comparable to those charged by the local convenience store chains and/or local non-Airport news & gift establishments (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time and for gifts, souvenirs and novelties to those charged by comparable gift, souvenir and novelty establishments located in the major regional malls, shopping centers, or other appropriate retail/entertainment complexes (excluding any locations which do not have multiple independent competitive sources and operators) located in the Metro Area as selected by Landlord from time to time. To determine fair, reasonable and comparable prices, Landlord or its agents, at least once per year or more often if Landlord so desires, may select five (5) establishments in such locations within the Metro Area. Tenant's prices on any specific item may not exceed the average price of those similar items in the five (5) comparable establishments.

E. General Pricing Requirements.

In all other situations and circumstances for which no specific pricing requirement has been established, Tenant shall abide by the following pricing requirements. Tenant shall offer for sale only goods of first-class quality. For such goods, Tenant shall charge fair, reasonable and competitive prices. When an item has a suggested retail price pre-marked and established by the manufacturer or distributor, Tenant shall not charge the public a price higher than the suggested retail pre-marked price without the prior written approval of Landlord in accordance with the Authority's street pricing policy. When an item has no suggested retail price or pre-marked price, the item shall be sold at a price as first approved by Landlord in accordance with the Authority's street pricing policy.

EXHIBIT F

ADDITIONAL INSURED AND LOSS PAYEE ENTITIES

Each of Tenant's insurance policies (except for workers' compensation and employers' liability coverage) required under Section 11.01 of the Sublease shall name the following entities as additional insureds:

WESTFIELD CONCESSION MANAGEMENT, LLC, a Delaware limited liability company

WESTFIELD, LLC, a Delaware limited liability company

AMERICAN AIRLINES, INC., a Delaware corporation

AMERICAN EAGLE AIRLINES, INC., a Delaware corporation

AMR CORPORATION, a Delaware corporation

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THE CITY OF NEW YORK

NEW YORK CITY ECONOMIC DEVELOPMENT CORPOTATION, a New York not-for-profit corporation

Certificates of Insurance evidencing the Tenant's insurance coverages shall be delivered by Tenant to Landlord upon execution of the Sublease and no later than prior to delivery of the Premises to Tenant at the following address:

Westfield Concession Management, LLC
John F. Kennedy International Airport-Terminal 8
Jamaica, New York 11430
Attention: General Manager

The certificate holder on each of the Certificates of Insurance shall be as follows:

Westfield Concession Management, LLC
John F. Kennedy International Airport-Terminal 8
Jamaica, New York 11430
Attention: General Manager

EXHIBIT G

INTENTIONALLY DELETED

EXHIBIT H

Westfield Concession Management, LLC
2730 University Boulevard, Suite LL3
Wheaton, Maryland 20902
Attention: Airport Division Project Controller

Date: _____

CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

To the Addressee:

At the request of ___A___, we ___B___, hereby open this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT NO. ___C___ in your favor up to an aggregate of $ ___D___ U.S. Dollars, available by your draft(s) on us at sight.

We warrant to you that all of your drafts under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT will be duly honored upon presentation of your draft(s) drawn on us and presented to us at the office of our New York City Branch, now located at ___E___, ___E___ on or before the expiration set forth below or future expiration date as indicated below. Our obligation under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT is the individual obligation of the Bank, in no way contingent upon reimbursement with respect thereto, or upon our ability to perfect any lien or security interest.

All drafts must be marked "Drawn Under ___B___ Letter of Credit No. ___C___ dated _____, 200_." Partial drawings under this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT are permitted. Drafts must be accompanied by a statement from an authorized representative of Westfield Concession Management, LLC, or its designee, that ___A___ has not performed certain terms, conditions or covenants contained in the Sublease dated _____, 200_, by and between Westfield Concession Management, LLC and ___A___.

This CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT expires at the close of business on ___F___, 200_. This CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT shall be automatically extended without amendment for additional periods of one (1) year from the present or each future expiration date unless we have notified you in writing not less than sixty (60) days before such date that we elect not to extend this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT for such additional period, such notice to be sent by registered or certified mail to you at the address herein. Upon receipt by you of such notice you may draw on us at sight for the balance remaining in this CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT within the then applicable expiration date, no statement required. **EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION) INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500.**

_____
Bank Officer/Representative

LEGEND:

A: INSERT APPLICANT NAME, I.E. TENANT NAME.
B: INSERT NAME OF ISSUING BANK.
C: INSERT LOC IDENTIFICATION NUMBER.
D: INSERT DOLLAR VALUE OF INSTRUMENT.
E: INSERT EXACT ADDRESS OF LOCAL BANK BRANCH.
F: INSERT EXPIRATION DATE OF SUBLEASE PLUS 90 DAYS.

EXHIBIT I

AFFIRMATIVE ACTION-EQUAL OPPORTUNITY

Part I AFFIRMATIVE ACTION GUIDELINES – EQUAL EMPLOYMENT OPPORTUNITY

I. As a matter of policy the Authority, Landlord and American hereby require Tenant to comply with the provisions set forth hereinafter in this Exhibit I and in sections 41, 68(I)(b) and 79 (b)(1) of the Authority Lease. The provisions set forth in this Part I are similar to the conditions for bidding on federal government contracts adopted by the Office of Federal Contract Compliance and effective May 8, 1978.

Tenant and Tenant's respective bidders, contractors and subcontractors and each subcontractor of a contractor at any tier of construction (herein collectively referred to as "the Contractor"), must fully comply with the following conditions set forth herein as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "Bid Conditions"). Tenant hereby commits itself to the goals for Minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions. Tenant shall likewise require the Contractor to commit itself to the said goals for Minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions by submitting a properly signed bid.

II. Tenant and the Contractor shall each appoint an executive of its company to assume the responsibility for the implementation of the requirements, terms and conditions of the following Bid Conditions:

(a) The goals for Minority and female participation expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work are as follows: (1) Minority participation: Minority, except laborers-30%; Minority, laborers-40%; and (2) Female participation: Female, except laborers-6.9%; Female, laborers-6.9%. These goals are applicable to all the Contractor's construction work performed in and for the Premises.

The Contractor's specific affirmative action obligations required herein of Minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make good faith efforts to employ minorities and women evenly on each of its projects. The transfer of Minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract. Compliance with the goals will be measured against the total work hours performed.

(b) The Contractor shall provide written notification to Tenant and Tenant shall provide written notification to Landlord and the General Manager in charge of the Economic Development Department/Business and Job Opportunity of the Authority within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

(c) As used herein: (1) "**Employer identification number**" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941; and (2) "**Minority**" – as in the Definitions to the Concession Area Lease.

(d) Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the

construction work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 those provisions which include the applicable goals for Minority and female participation.

(e) The Contractor shall implement the specific affirmative action standards provided in subparagraphs (1) through (16) of Paragraph (h) hereof. The goals set forth above are expressed as percentages of the total hours of employment and training of Minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the premises. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

(f) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations hereunder.

(g) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(h) The Contractor shall take specific affirmative actions to ensure equal employment opportunity ("EEO"). The evaluation of the Contractor's compliance with these provisions shall be based upon its good faith efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two (2) or more women to each Phase of the construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other supervisory personnel at the premises are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to Minority or female individuals working at the premises.

(2) Establish and maintain a current list of Minority and female recruitment sources, provide written notification to Minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Maintain a current file of the names, addresses and telephone number of each Minority and female off-the-street applicant and Minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

(4) Provide immediate written notification to Tenant when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a Minority

person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and training programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (2) above.

(6) Disseminate the Contractor's EEO Policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the Contractor's newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all Minority and female employees at least once a year; and by posting the Contractor's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least every six (6) months the Contractor's EEO policy and affirmative action obligations hereunder with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decision including specific review of these items with on-premises supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at the premises. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including Minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to Minority, female and community organizations, to schools with Minority and female students and to Minority and female recruitment and training organizations and to State-certified Minority referral agencies serving the Contractor's recruitment area and employment needs. Not later than one (1) month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present Minority and female employees to recruit other Minority persons and women and, where reasonable, provide after school, summer and vacation employment to Minority and female youth both on the premises and in areas of a Contractor's workforce.

(11) Tests and other selecting requirements shall comply with 41 CFR Part 60-3.

(12) Conduct, at least every six (6) months, an inventory and evaluation at least of all Minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments and other personnel

practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations hereunder are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from Minority and female construction contractors and suppliers, including circulation of solicitations to Minority and female contractor associations and other business associations.

(16) Conduct a review, at least every six (6) months, of all supervisors' adherence to and performance under the Contractors' EEO policies and affirmative action obligations.

(i) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one (1) or more of their affirmative action obligations (subparagraphs (1)-(16) of Paragraph (h) above). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one (1) or more of its obligations under Paragraph (h) hereof provided that: the Contractor actively participates in the group, makes good faith efforts to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's Minority and female workforce participation, makes good faith efforts to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.

(j) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal opportunity and to take affirmative action for all Minority groups, both male and female, and all women, both Minority and non-Minority. Consequently, the Contractor may be in violation hereof if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation hereof if a specific Minority group of women is underutilized).

(k) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

(l) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

(m) The Contractor shall carry out such sanctions and penalties for violation of this clause including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered by Tenant. Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof.

(n) The Contractor, in fulfilling its obligations hereunder shall implement specific affirmative actions steps, at least as extensive as those standards prescribed in paragraph (h) hereof so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of these provisions, Tenant shall proceed accordingly.

(o) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanical apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work is performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(p) 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 (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(q) Without limiting any other obligation, term or provision under the Concession Area Lease, the Contractor shall cooperate with all federal, state or local agencies established for the purpose of implementing affirmative action compliance programs and shall comply with all procedures and guidelines established or which may be established by the Authority.

PART II MINORITY BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESS ENTERPRISES

As a matter of policy the Authority, Landlord and American require Tenant and Tenant shall itself and shall require all general contractors or other construction supervisors and each of Tenant's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work, pursuant to the provisions of this Exhibit I. For purposes hereof, "**Minority Business Enterprise**" "(MBE)" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "**Women-owned Business Enterprise**" "(WBE)" shall mean any business enterprise which is at least fifty-one percent owned by, or in the case of a publicly owned business, at least fifty-one percent of the stock of which is owned by women and such ownership is real, substantial and continuing. "**Meaningful participation**" shall mean that at least seventeen percent (17%) of the total dollar value of the construction contracts (including subcontracts) covering the construction work are for the participation of Minority Business Enterprises and Women-owned Business Enterprises, of which at least twelve percent (12%) are for the participation of Minority Business Enterprises. Good faith efforts to include meaningful participation by MBEs and WBEs shall include at least the following:

(a) Dividing the work to be subcontracted into smaller portions where feasible.

(b) Actively and affirmatively soliciting bids for subcontracts from MBEs and WBEs, including circulation of solicitations to Minority and female contractor associations. The Contractor shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation in the work, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venturer or subcontractor, the reason for such decision.

(c) Making plans and specifications for prospective construction work available to MBEs and WBEs

in sufficient time for review.

(d) Utilizing the list of eligible MBEs and WBEs maintained by the Authority or seeking minorities and women from other sources for the purpose of soliciting bids for subcontractors.

(e) Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors, where appropriate, to insure that Tenant and Contractor will meet their obligations hereunder.

(f) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.

(g) Not requiring bonds from and/or providing bonds and insurance for MBEs and WBEs, where appropriate.

Certification of MBEs and WBEs hereunder shall be made by the Economic Development Department/Business and Job Opportunity of the Authority. If the Contractor wishes to utilize a firm not already certified by the Authority, it shall submit to the Authority a written request for a determination that the proposed firm is eligible for certification. This shall be done by completing and forwarding such form as may be then required by the Authority. All such requests shall be in writing addressed to the Economic Development Department/Business and Job Opportunity, Port Authority of New York and New Jersey, Newark Legal Center, Riverfront Plaza, 9th floor, Newark, New Jersey 07102, or such other address as the Authority may specify by notice. Certification shall be effective only if made in writing by the General Manager in charge of the Economic Development Department/Business and Job Opportunity of the Authority. The determination of the Authority shall be final and binding.

The Authority has compiled a list of the firms that the Authority has determined satisfy the criteria for MBE and WBE certification. This list may be supplemented and revised from time to time by the Authority. Such list shall be made available to the Contractor upon request. The Authority makes no representation as to the financial responsibility of such firms, their technical competence to perform, or any other performance-related qualifications. Only MBEs and WBEs certified by the Authority will count toward the MBE and WBE goals.

Please note that only sixty percent (60%) of expenditures to MBE or WBE suppliers will count towards meeting the MBE and WBE goals. However, expenditures to MBE or WBE manufacturer's (i.e. suppliers that produce goods from raw materials or substantially alter them before resale) are counted dollar for dollar.

EXHIBIT J

LOCAL BUSINESS ENTERPRISE COMMITMENT

As a matter of policy, Landlord, American and the Authority hereby require Tenant and Tenant shall require any Contractor utilized by Tenant to perform construction work on the Premises to comply with the provisions set forth hereinafter in this Exhibit J.

(1) Tenant and each Contractor shall use every good faith effort to maximize the participation of Local Business Enterprises ("**LBEs**") in all construction work on the Premises, including without limitation, the Section 2B Work. In order to assure familiarity with the services and materials provided by LBEs, the Contractor shall attend such meetings as may be called by the General Manager of the Airport on LBEs and shall contact the Queens Air Services Development Office ("**ASDO**"), located at John F. Kennedy International Airport, Bldg. 80, First Floor, South Service Court, Jamaica, NY 11430 to obtain LBE Vendor Profiles and access ASDO's on-line vendor retrieval system ("**BASIS**"). Landlord, American or the Authority has not checked the references, capabilities or financial background of the LBEs registered with the ASDO, but is referring the Contractor to the ASDO and BASIS solely for the purpose of advising Contractors of LBEs who may be interested in providing services and/or materials to the Contractor.

(2) Good faith efforts to include participation by LBEs in construction work shall include at least the following: (i) Dividing the work to be subcontracted and services and materials to be procured into small portions, where feasible. (ii) Soliciting bids on portions of the work to be subcontracted and services and materials to be procured from LBEs registered with ASDO and such other LBEs as the Contractor deems appropriate.

(3) Landlord, American and the Authority are committed to making employment opportunities available to local residents and expects that the Contractor will utilize LBEs.

(4) It is specifically understood and agreed that the requirements set forth herein for the participation of LBEs shall not alter, limit, diminish or modify any of the obligations under the Concession Area Lease or this Sublease including, without limitation, the obligation to put into effect the affirmative action program and the MBE and WBE programs in accordance with the provisions set forth above in Exhibit I.

EXHIBIT K

PERFORMANCE STANDARDS

All items marked with an "*" denote a Minimum Performance Standard. There shall be no notice and cure periods for failure to comply with any Minimum Performance Standard. For all other Performance Standards which are not Minimum Performance Standards, the graduated fines shall not be applicable until fourteen (14) days after Landlord has provided Tenant with written notice of its failure to comply and such failure to comply by Tenant continues after such fourteen (14) day notice and cure period. These graduated fines are in addition to any other remedies available to Landlord under this Sublease, at law or in equity, including, but not limited to, the liquidated damages provisions set forth in Article VII. The Performance Standards and the Minimum Performance Standards are subject to change from time to time as may be directed by Landlord or the Authority.

PERFORMANCE CATEGORIES

A. PRICE AND PRODUCT QUALITY

"Street" Pricing:

1. Landlord will periodically perform benchmark "street" pricing surveys to establish "street" pricing and to ensure that the price/value relationship is consistent with major regional malls, shopping centers and complexes in the Metro Area as further described in Section 7.02(g) and **Exhibit E**. Upon written notification by Landlord of a pricing discrepancy, Tenant shall adjust prices to comply with the "street" pricing policy. Tenants who fail to do so within two (2) days of such notification shall be subject to fines identified herein until strict compliance has been achieved.

2. Tenant shall participate in marketing campaigns designed to promote the "street" pricing message. Tenant's participation may include, but is not limited to, employee buttons, POS signage and window decals.*

3. Tenant will respond within 72 hours to a complaint received on the Fair Pricing '800' number established and advertised by Landlord. Customers shall be reimbursed by Tenant as appropriate and provide evidence of such reimbursement to Landlord when requested from time to time.*

4. Prices for all products and services must be visible on the product, a menu board, price signage and/or on the shelf.*

5. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling twelve (12) month period:

First Violation: $150.00/day until corrected.
Second Violation: $250.00/day until corrected.
Third Violation: $500.00/day until corrected.
Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will increased in $250.00 increments. For example, on the fourth violation the daily fine assessed will be $750.00 and on the fifth violation, the daily fine assessed will be $1,000.00.
All fines assessed by Landlord shall be paid by Tenant to Landlord within ten (10) days after written demand.

Product and Service Quality:

1. All products displayed and offered for sale and all services rendered shall be authentic, high quality and in brand-new condition at all times.*

2. Tenant shall immediately remove from display and shall thereafter not display nor offer for sale any defective or lesser quality products (even if at a lesser price) or products which are deemed to be non-authentic, the so-called "grey market", "imitation" or "knock-off" products.*

3. Tenant shall only be permitted to sell products or render services for which Tenant has the right, whether by license or otherwise, to sell or render.*

4. Tenant shall install and maintain at all times a display of non-perishable high-quality merchandise and products in the display windows, if any, as required herein and shall keep the display windows well lighted, clean and stocked with non-perishable merchandise or appropriate displays.

5. Window displays shall be changed frequently and no less often than on a quarterly basis.*

6. All newsstand and news & sundries concessions shall sell United States postage at face value with associated signage located in the Premises that postage stamps are available.*

7. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling twelve (12) month period:

First Violation: $150.00/day until corrected.
Second Violation: $250.00/day until corrected.
Third Violation: $500.00/day until corrected.
Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will increased in $250.00 increments. For example, on the fourth violation the daily fine assessed will be $750.00 and on the fifth violation, the daily fine assessed will be $1,000.00.
All fines assessed by Landlord shall be paid by Tenant to Landlord within ten (10) days after written demand.

B. CUSTOMER SERVICE AND PERSONNEL

1. Tenant shall continuously operate its business in the Premises during all Terminal concession service hours. Tenant shall open or keep open the Premises for business upon 2 hours prior verbal notice from Landlord.*

2. The level of Tenant's Operating Staff shall include sufficient numbers (including cashiers, management and supervisory personnel) to fully service and meet the needs of customers at all times.

3. All Operating Staff and employees of Tenant must wear nametags identifying the store and the first name of the person at all times.*

4. All Operating Staff, employees and other representatives of Tenant must wear Authority issued security ID badges at all times whenever located in any sterile/secure area (e.g., beyond security

checkpoints) of the Airport.* It is recommended that such security ID badge be worn at all time when on Airport property.

5. All Operating Staff and employees of Tenant shall be courteous, neat in appearance, appropriately attired and shall use skill and diligence in the conduct of business and shall not act in a loud, offensive or otherwise objectionable manner or in a manner detrimental to the best interests of Landlord or the Authority.*

6. All Operating Staff and employees of Tenant shall be knowledgeable about all products displayed and offered for sale and all services rendered and able to respond appropriately to questions from customers about products and services.*

7. All Operating Staff and employees shall have sufficient knowledge of the Terminal in which each is employed and of the Airport to promptly and courteously direct passengers in and around the Terminal and the Airport, including, without limitation, to airlines, gates, customer information booths or customer information personnel, baggage carts, ATMs, other concession locations, telephones, rest rooms, escalators and elevators, exits and access to other terminals, and ground transportation.

8. Tenant must accept at least 2 nationally recognized credit cards for payment. Tenant must provide all customers with a receipt for all purchases made. Tenant shall offer shipping and gift wrap services (if appropriate for the type and size of the merchandise or product being offered) at cost. Tenant must provide, without charge, change making service at each cashier's location regardless of whether a purchase is made.*

9. All customers must be greeted in a friendly and timely manner and must thank the customer and provide a friendly goodbye by Tenant's Operating staff and employees.*

10. All Operating Staff and employees must regularly participate in Landlord's TOS training, classroom and in-store training.*

11. The layout of the Premises must be convenient for travelers with luggage, easy to navigate.

12. Tenant shall, within twenty-four (24) hours of receipt of any customer complaint by Tenant, forward a copy of the complaint to Landlord and Tenant shall respond to such complaint in writing within three (3) days after receipt thereof and shall make a good faith effort to explain, resolve or rectify the cause of such complaint.*

13. Tenant's Store Manager or his or her designee, must be available, by telephone and such other communication device as Landlord may require, on a twenty-four (24) hour per day, seven (7) day per week basis to respond to Landlord on day to day issues and in the event of emergencies.*

14. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling twelve (12) month period:

First Violation: $150.00/day until corrected.
Second Violation: $250.00/day until corrected.
Third Violation: $500.00/day until corrected.

Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will increased in $250.00 increments. For example, on the fourth violation the daily fine assessed will be $750.00 and on the fifth violation, the daily fine assessed will be $1,000.00.
All fines assessed by Landlord shall be paid by Tenant to Landlord within ten (10) days after written demand.

C. PREMISES CLEANLINESS AND APPEARANCE

1. Tenant shall operate the Premises in a well-organized, safe, professional, clean and attractive manner and condition at all times, and all Fixed Improvements (including walls, floors, etc.) and Operating Equipment (including POS systems, fixtures and furniture) shall be maintained in good condition and repair at all times.*

2. No auction, liquidation, going out of business, fire or bankruptcy sale may be conducted or advertised by sign or otherwise in the Premises.*

3. Any area occupied by Tenant and all equipment and materials used by Tenant shall at all times be kept clean, sanitary, and free from rubbish, refuse, dust, dirt, spills, stains, offensive or unclean materials, flies and other insects, rodents and vermin in accordance with any and all applicable rules, regulations and requirements of Landlord and in accordance with any and all laws, statutes, ordinances and regulations that may be promulgated from time to time by governmental agencies and authorities. Storefronts are to be kept clean and free from dirt, dust and debris.*

4. Exterior and interior signage are properly illuminated and all lighting fixtures are in good working order.*

5. All trash receptacles are adequate in number, not overflowing.*

6. Display cases shall be kept completely stocked with merchandise and attractive.

7. No merchandise shall be displayed outside of the Premises or on the floor at any time.*

8. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling twelve (12) month period:

First Violation: $150.00/day until corrected.
Second Violation: $250.00/day until corrected.
Third Violation: $500.00/day until corrected.
Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will increased in $250.00 increments. For example, on the fourth violation the daily fine assessed will be $750.00 and on the fifth violation, the daily fine assessed will be $1,000.00.
All fines assessed by Landlord shall be paid by Tenant to Landlord within ten (10) days after written demand.

D. ADDITIONAL PERFORMANCE STANDARDS FOR FOOD & BEVERAGE CONCESSIONS ONLY:

1. Menu Boards are well maintained and easy to read.

2. Operating Staff and employee uniforms are clean and complete. At least one (1) designated full time employee must be certified and be issued a food handler certificate from the New York State Health Department *

3. All apparatus, utensils, devices, cooking equipment, machines and piping used by Tenant shall be constructed so as to facilitate the cleaning and inspection thereof and shall be properly cleaned and sterilized on a daily or more frequent basis after each period of use (at no time to exceed eight (8) hours). All trays, dishes, cookery, glassware, cutlery and other such equipment used in the preparation of and serving of all food & beverage products shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof. Bottles, vessels, cooking equipment and other reusable containers shall be properly cleaned and sterilized on a daily or more frequent basis immediately before each use thereof.*

4. The Premises and surrounding areas shall be kept free from offensive odors at all times.*

5. Tables, chairs and counters are to be cleared and cleaned frequently during each day, as necessary.*

6. Floors swept and mopped, baseboards and corners wiped and cleaned daily.*

7. Range hoods, exhaust systems and cooking equipment cleaned daily or more often as necessary to keep them free from grease, grime and dirt.*

8. Condiments in an area readily accessible to patrons within the Premises which is well stocked, clean and organized at all times.*

9. Graduated Fines. Failure to comply with either the Minimum Performance Standard or the Performance Standard will result in the implementation of a graduated fine system for all instances of non-compliance which occur during a rolling twelve (12) month period:

First Violation: $150.00/day until corrected.
Second Violation: $250.00/day until corrected.
Third Violation: $500.00/day until corrected.
Fourth and subsequent Violations: On each subsequent violation following the third violation, the fines will increased in $250.00 increments. For example, on the fourth violation the daily fine assessed will be $750.00 and on the fifth violation, the daily fine assessed will be $1,000.00.
All fines assessed by Landlord shall be paid by Tenant to Landlord within ten (10) days after written demand.

EXHIBIT L

NEW YORK SPORTS BAR MENU

Sandwiches

Roasted Turkey & Swiss	4oz	$8.75
Tuna	4oz	$8.50
Grilled Chicken	4oz	$8.75
Black Forrest Ham/Brie	4oz	$8.95
Hot Dog		$2.99

Sandwich Dippers

Buffalo Chicken	4oz	$9.95
Roast Beef	4oz	$9.95
Cuban	4oz	$9.95
Turkey Reuben	4oz	$9.95
BLT	4oz	$9.95

Salads

Chicken Caesar	10oz	$9.50
Chef	10oz	$9.50
Quesadillas	4oz	$7.95

Beverages

Soda		$2.00
Bottled water		$2.15
Domestic Beer	12oz	$5.99
Premium Beer	12oz	$6.99
Call	1.25 oz	$7.30
Premium	1.25 oz	$8.15
Super	1.25 oz	$9.30
House Wine	6oz	$10.00

O'NEALS MENU

Breakfast Items		
Two Eggs, Home Fries Bacon		$7.99
Cheese Omelette		$8.99
Western Omelette		$8.99
Goat Cheese and Spinach Omelette		$8.99
Veggie Omelet		$7.99
Eggs Benedict		$8.99
Steak & Eggs		$17.95
French Toast		$7.99
Pancakes		$7.99
Waffles		$7.99
Fresh Fruit Plate		$5.99
Soups, Salads, Appetizers		
Soup of the Day		$5.95
Soup		$6.50
French Onion Soup		$8.00
Field Greens		$8.50
Chopped Iceberg		$12.50
Crab Cakes		$15.25
Lunch Entrée		
Chicken Pot Pie		$18.00
Fresh Fish		Market
Penne Pasta		$17.00
Sauteed Calf's Liver		$19.00
Entrée Salads		
Grilled Chicken Caesar		$17.95
Classic Cobb		$18.75
Pepper Crusted Tuna		$16.25
Thinly Sliced Roast Beef		$16.00
Chilled Seafood		$22.75
Smoked Chicken		$20.00
Burgers and Sadwiches		
Classic Hamburger	10 oz	$14.00
Turkey Burfer		$10.00
Junior Burger	6 oz	$9.50
Grilled Chicken		$14.00
Roasted Turkey Breast		$13.00
Hummus Sandwich		$13.00
Grilled Black Angus Steak		$20.75

Fish Entrée

Broiled Shrimp Curry	$29.00
Grilled Salmon	$23.50
Pan Roasted Scrod	$23.00

Poultry and Meat Entrée

Organic French Cut Chicken	$22.00
Roasted Pork Tenderloin	$23.00
Chicken Pot Pie	$20.00
Grilled Lamb Chops	$28.00
Grilled Black Angus Steak	$34.50

Side Dishes

Sauteed Spinach	$5.75
Blue Cheese Mashed Potatoes	$5.50
Baked Acorn Squash	$5.00
Ratatouille Nicoise	$5.00
Wild Mushrooms	$7.25

Beverages

Soda		$2.00
Bottled water		$2.15
Domestic Beer	12oz	$5.99
Premium Beer	12oz	$6.99
Call	1.25 oz	$7.30
Premium	1.25 oz	$8.15
Super	1.25 oz	$9.30
House Wine	6oz	$10.00

DRINK MENU

Pannini	
Muffalatta	$9.95
Cuban	$9.95
Mozzarella and Tomato	$9.95
Tuscan Chicken	$9.95
Salads	
Goat Cheese Pecan & Cranberry	$10.95
Cobb	$10.95
Thai Chicken Salad	$10.95
Mixed Greens with Grilled Veggies	$9.70
Chicken & Apple Salad	$10.95
Mini Bites	
Chicken Caesar	$6.95
Ham & Swiss	$6.95
Mozzarella and Tomato	$6.95
Vegan Veggie	$6.95
Turkey Gouda	$6.95
Sandwiches & Wraps	
Black Forrest Ham & Brie	$7.95
Turkey & Swiss	$7.95
Bistro Roast Beef	$8.50
Prosciutto & Mozzarella	$8.50
Chicken Fajita Wrap	$8.25
Buffalo Chicken Wrap	$8.25
Turkey and Cheese Wrap	$8.25
A La Carte	
Chicken Salad	$8.95
Tuna Nicoise	$8.95
Cavatelli & Broccoli	$7.95
Farfalle with Truffle Oil	$7.95
Ravioli & Sundried Tomato Pesto	$8.50
Mozzarella and Tomato	$8.50
Aged Cheese Platter	$11.45
Edamane	$7.45
Pita and Hummus	$9.45
Fresh Fruit Salad	$9.95
Mixed Fresh Berries	$7.95
Vegetable Crudite	$8.95

Beverages

Soda		$2.00
Bottled water		$2.15
Domestic Beer	12oz	$5.99
Premium Beer	12oz	$6.99
Call	1.25 oz	$7.30
Premium	1.25 oz	$8.15
Super	1.25 oz	$9.30
House Wine	6oz	$10.00

FOR THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the 11 day of September in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared Lysa Scully, 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.

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, 2003

FOR WESTFIELD CONCESSION MANAGEMENT, LLC

STATE OF Missouri)
) ss.
COUNTY OF St. Charles)

On the 8 day of May in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared Arnold L. Mayersohn, Jr., 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)

E. DIANE LINDSEY
Notary Public-Notary Seal
State of Missouri, St Charles County
Commission # 07997728
My Commission Expires Jan 21, 2011

FOR OTG MANAGEMENT T8, LLC

STATE OF Pennsylvania)
COUNTY OF Philadelphia) ss.

On the 7 day of May in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared Eric Blatstein, 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.

Michelle Shefsky
(notarial seal and stamp)

NOTARIAL SEAL
MICHELLE SHEFSKY
Notary Public
TINICUM TWP, PHILADELPHIA COUNTY
My Commission Expires Sep 12, 2010

FOR AMERICAN AIRLINES, INC.

STATE OF Texas)
) ss.
COUNTY OF Tarrant)

On the 4th day of June in the year 2007, before me, the undersigned, a Notary Public in and for said state, personally appeared Laura Ensparter, 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.

Rowena Thom
(notarial seal and stamp)

ROWENA THOM
Texas
My Commission Expires 10-29-08

ROWENA THOM
Notary Public, State of Texas
My Commission Expires 10-29-08

: For Port Authority Use Only :
:
:Permit Number: AYE-096 :

JOHN F. KENNEDY INTERNATIONAL AIRPORT
PRIVILEGE PERMIT

The Port Authority of New York and New Jersey (the "Port Authority") hereby grants to the Permittee named below the described non-exclusive privilege at John F. Kennedy International Airport, in the Borough of Queens, County of Queens, City and State of New York, in accordance with the Terms and Conditions hereof; and the Permittee agrees to pay the fee hereinafter specified and to perform all other obligations imposed upon it in the said Terms and Conditions:

1. **PERMITTEE: OTG MANAGEMENT JFK, LLC.,** a limited liability company formed under the laws of the State of New York

2. **PERMITTEE'S ADDRESS:** ~~One International Plaza, Suite 130, Philadelphia, PA 19113~~ 335 West Butler Ave., Suite 120, Chalfont, PA 18914

3. **PERMITTEE'S REPRESENTATIVE:** ~~Eric J. Blatstein~~ Christopher J. Redd

4. **PRIVILEGE:** To provide such services as are described in Special Endorsement No. 1 hereof (the "Authorized Service"), and for no other purpose or purposes whatsoever

5. **FEES:** As set forth in Special Endorsement Nos. 3 and 4 hereof

6. **EFFECTIVE DATE:** November 15, 2010

7. **EXPIRATION DATE:** December 31, 2012, except that in the event that the Airline (as defined in Special Endorsement No. 1) continues operations in the Terminal (as defined in Special Endorsement No. 1) with the consent of the Port Authority beyond December 31, 2012, the period of permission under this Permit shall be extended until such date as the Airline ceases operations in such Terminal; provided, however, in no event shall the period of permission extend beyond November 30, 2017.

8. **REQUIRED SECURITY DEPOSIT:** $9,000.00

9. **INSURANCE REQUIREMENTS:** $2,000,000.00 minimum limit Commercial General Liability

10. **ENDORSEMENTS:** Standard Endorsements 4.1, 14.1, Specials, Schedule G, Exhibit A, B-2, B-3, B-4, B-5 Schedule G and Exhibit X

Dated: As of November 15, 2010

DELTA AIR LINES, INC.

By: _____

Name JOHN W. BOATRIGHT

(Title) VICE President

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____

Name DAVID KAGAN
(Please Print Clearly)

(Title) Assistant Director

OTG MANAGEMENT JFK, LLC., Permittee

By _____

Name Christopher J. Redd
(Please Print Clearly)

(Title) ~~Member/Manager~~ Vice President

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

MG/mmw

TERMS AND CONDITIONS

1. Definitions:

The following terms, when and if used in this Permit, shall have the respective meanings given below:

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

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

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

(d) "*Effective Date*" shall mean that date appearing in Item 6 on the first page of this Permit as the same may be modified pursuant to the provisions of Section 2(a) hereof.

(e) "*Environmental Requirement*" shall mean all common law and all past, present and future laws, statutes, enactments, resolutions, regulations, rules, directives, ordinances, codes, licenses, permits, orders, memoranda of understanding and memoranda of agreement, guidances, approvals, plans, authorizations, concessions, franchises, requirements and similar items of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof, all pollution prevention programs, "best management practices plans", and other programs adopted and agreements made by the Port Authority (whether adopted or made with or without consideration or with or without compulsion), with any government agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, states and political subdivisions thereof, and all judicial, administrative, voluntary and regulatory decrees, judgments, orders and agreements relating to the protection of human health or the environment, and in the event that there shall be more than one compliance standard, the standard for any of the foregoing to be that which requires the lowest level of a Hazardous Substance, the foregoing to include without limitation:

(i) All requirements pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Substances into the air, surface water, groundwater or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances, or the transfer of property on which Hazardous Substances exist; and

(ii) All requirements pertaining to the protection from Hazardous Substances of the health and safety of employees or the public.

(f) "*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.

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

(h) "*Gross Receipts*" shall mean all monies paid or payable to the Permittee for sales made and for services rendered at or from the Airport, regardless of when or where the order therefor is received, and outside the Airport, if the order therefor is received at the Airport, and any other revenues of any type arising out of or in connection with the Permittee's operations at the Airport; provided, however, that any taxes imposed by law which are separately stated to and paid by the customer and directly payable to the taxing authority by the Permittee, shall be excluded therefrom. For avoidance of doubt, gross receipts shall include retail display allowances or other promotional incentives (collectively, "RDAs") (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 the Permittee's operations at the Terminal, including, without limitation, the following: proceeds from the sale of gift and merchandise certificates (but only when such certificates are treated as a sale from the concession area pursuant to the Permittee'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 concession area (although such orders may be filled elsewhere); sales through vending machines or other devices; and all insurance proceeds received due to loss of gross earnings under the Permittee's business interruption insurance coverage. Catalogue sales generated from catalogues distributed from the concession area will be included in the Permittee's calculation of gross receipts. For this purpose, catalogues displayed in the concession area will include a tracking number unique to the concession area 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) 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 Permittee; (b) 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 the Permittee's business; (c) revenues 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 the Permittee's vendors, suppliers, or manufacturers and rebates

that reduce the Permittee's cost of goods, excluding RDAs and other promotional incentives, which are expressly included in gross receipts; (d) the sale or transfer in bulk of the inventory of the Permittee to a purchaser of all or substantially all of the assets of the Permittee in a transaction not in the ordinary course of the Permittee's business; and (e) any revenues from the sale of pre-paid telephone calling card which are subject to a separate agreement with the Port Authority.

(i) "*Hazardous Substance*" shall mean any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer, endocrine disruption or reproductive toxicity, petroleum and petroleum products and substances declared to be hazardous or toxic or the removal, containment or restriction of which is required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling or ownership of which is restricted, prohibited, regulated or penalized by any federal, state, county, or municipal or other local statute or law now or at any time hereafter in effect as amended or supplemented and by the regulations adopted and publications promulgated pursuant thereto.

(j) "*Person*" shall mean not only a natural person, corporation or other legal entity, but also two or more natural persons, corporations or other legal entities acting jointly as a firm, partnership, unincorporated association, consortium, joint adventurers or otherwise.

(k) "*Post-Termination Period*" shall have the meaning ascribed to it in paragraph (a) of Section 29 hereof.

2. Effective Date, Termination and Revocation:

(a) The permission hereby granted shall take effect upon the Effective Date. Notwithstanding Item 6 appearing on the first page of this Permit, the Effective Date of this Permit shall be that date the Permittee commenced any of the activities permitted by this Permit. The Permittee in executing this Permit represents that the Effective Date appearing in Item 6 on the first page of this Permit is the date the Permittee commenced any of the activities permitted by this Permit. If the Port Authority determines by audit or otherwise that the Permittee commenced any of the activities permitted by this Permit prior to said effective date, the Effective Date of this Permit shall be the date the Permittee commenced any of the activities permitted by this Permit and all obligations of the Permittee under this Permit shall commence on such date including without limitation the Permittee's indemnity obligations and obligations to pay fees.

(b) Notwithstanding any other term or condition hereof, the permission hereby granted may be revoked without cause upon thirty (30) days' written notice by the Port Authority, or terminated without cause upon thirty (30) days' written notice by the Permittee, provided, however, that it may be revoked on twenty-four (24) hours' notice by the Port Authority if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees. Unless sooner revoked or terminated, such permission shall expire in any event upon the expiration date hereinbefore set forth.

(c) In the event the Port Authority exercises it right to revoke this Permit for any reason other than "without cause", the Permittee shall be obligated to pay to the Port Authority

an amount equal to all costs and expenses reasonably incurred by the Port Authority in connection with such revocation, including without limitation any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Permit including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Permit.

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

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

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

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

(e) (i) If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Permittee at the Airport or against any operations of the Permittee under this Permit, whether or not the same is due to the fault of the Permittee and whether or not caused by the employees of the Permittee, and if any of the foregoing, in the opinion of the Port Authority, results or is likely to result in curtailment or diminution of the privileges to be performed hereunder by the Permittee or to interfere with or affect the operation of the Airport by the Port Authority or to interfere with or affect the operations of lessees, licensees, permittees or other users of the Airport, the Port Authority shall have the right at any time during the continuance thereof to suspend the operations of the Permittee under this Permit and/or to revoke this Permit.

(ii) In the event the Port Authority exercises its right to revoke this Permit, as aforesaid, it shall do so by twenty-four (24) hours' written notice to the Permittee, effective as of the time specified in the notice. The exercise by the Port Authority of its right of suspension shall not waive or affect or be deemed to waive or affect the right of revocation.

(iii) Prior to the exercise of the right of suspension by the Port Authority, it shall give the Permittee notice thereof, which notice may be oral. The Permittee shall not perform its operations authorized by this Permit during the period of the suspension. The period of suspension shall end not more than twenty-four (24) hours after the cause thereof has ceased or been cured and the Permittee shall notify the Port Authority of such cessation or cure.

(iv) The rights of suspension and revocation as hereinbefore set forth may be exercised by the Port Authority prior to the Effective Date set forth in Item 6 on the first page of

this Permit. No exercise by the Port Authority of its rights granted to it in paragraph (e) of this Section shall be deemed to be a waiver of any other rights of revocation contained in this Permit or a waiver of any other rights or remedies which may be available to the Port Authority under this Permit or otherwise.

(f) No revocation or termination of the permission hereunder shall relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination.

(g) No exercise by the Port Authority of any right of revocation granted to it in this Section shall be deemed to be a waiver of any other rights of revocation contained in this Section or elsewhere in this Permit or a waiver of any other rights or remedies which may be available to the Port Authority under this Permit or otherwise.

3. Exercise of Rights:

(a) The rights granted hereby shall be exercised

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

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

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

(iv) if the Permittee is an individual, by the Permittee acting only personally or through the medium of its employees, and

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

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

(b) No greater rights or privileges are hereby granted to the Permittee than the Port Authority has the power to grant under the City Lease.

(c) Neither this Permit nor anything contained herein, shall be deemed to grant any rights in the Permittee to use and occupy any land, building space or other area at the Airport or shall be deemed to have created any obligation on the part of the Port Authority to provide any such land, space or area to the Permittee.

(d) Neither the execution and delivery of this Permit nor any act done pursuant thereto shall create between any terminal operator, lessee or other occupant of land at the Airport including but not limited to the Permittee, on one hand, and the Port Authority on the other hand the relationship of bailor and bailee, or any other relationship or any legal status which would impose upon the Port Authority with respect to any personal property, such as but not limited to, aircraft cargo or baggage, owned and/or handled by the Permittee any duty or obligation whatsoever. The Permittee expressly agrees that the Port Authority shall have no liability with respect to any aircraft cargo or baggage or any other property of the Permittee or of any other Person left anywhere on the Airport.

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

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

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

(h) It is understood that any and all privileges granted hereunder to the Permittee are non-exclusive and shall not be construed to prevent or limit the granting of similar privileges at the Airport to another or others, whether by this form of permit or otherwise, and neither the granting to others of rights and privileges granted hereunder nor the existence of agreements by which similar rights and privileges have been previously granted to others shall constitute a violation or breach of the permission herein granted.

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

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

4. Fees:

(a) The Permittee agrees to pay to the Port Authority, in accordance with Item 5 appearing on the first page of this Permit, a percentage fee.

(b) All statements to be submitted to the Port Authority pursuant to this Section and all payments made under this Permit, shall be sent to the following address:

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

or made via the following wire transfer instructions:

Bank: TD Bank
Bank ABA number: 031201360
Account number: (Ex. 1)

or to such other address as may hereafter be substituted therefor by the Port Authority, from time to time, by notice to the Permittee.

(c) If and to the extent the full fair market value of any sale, service or other item provided by the Permittee is not charged to or payable by the customer, then the fair market value thereof as determined by the Port Authority shall be included in Gross Receipts.

(d) Without limiting any other provisions of this Permit regarding Gross Receipts, in those instances where the Permittee provides any services or goods along with other services and goods to the same Person (including without limitation those instances where a service is part of or is included within a group of other services and rendered for a single price, and where a service is performed by the Permittee pursuant to agreement for the exchange of services or goods) the Permittee agrees that the value ascribed to the performance of such service by the Permittee shall be the fair and reasonable value thereof as determined by the Port Authority.

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

(f) Notwithstanding that the fee hereunder is measured by a percentage of Gross Receipts, no joint venture or partnership relationship between the parties hereto is created by this Permit.

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

(h) Without limiting any other provision of this Permit, it is hereby specifically understood that the failure to set forth all the classes of Persons, all of the locations served or all of the types of services or activities performed by the Permittee in its exercise of the privileges granted hereunder as of the Effective Date, or the failure to, by appropriate supplement, revise this Permit to reflect any additional classes of Persons, locations served, or services or activities performed by the Permittee subsequent to said Effective Date, shall not affect the inclusion in Gross Receipts hereunder of the amounts, monies, revenues, receipts and income received or receivable by the Permittee in its operations, and the same shall be so included. The foregoing shall not constitute Port Authority consent or be deemed to imply that the necessary Port Authority consent (to be reflected in a supplement to the Permit) with respect to such additional classes of Persons, locations, services or activities will be given.

(i) Without limiting any term or provision of this Permit, in the event the Permittee performs (x) any service, other than the Authorized Service at the Airport, or (y) any service (including the Authorized Service) at any other Port Authority facility, whether such performance is the subject of a written agreement by and between the Port Authority and the

Permittee, the Permittee hereby agrees that it will pay to the Port Authority any and all fees and/or charges applicable to such service. The Permittee also agrees that, at the request of the Port Authority, it will enter into the appropriate agreement with the Port Authority providing permission for the Permittee to perform such service.

5. Security Deposit:

(a) (i) Provided that an amount is set forth in Item 8 on the first page of this Permit (the "*Required Security Deposit*"), and, provided, further, the amount of said Required Security Deposit is less than $20,000.00, upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deposit with the Port Authority (and shall keep deposited throughout the effective period of the permission under this Permit) the Required Security Deposit, either in cash, or bonds of the United States of America, or of the State of New Jersey, or of the State of New York, or of the Port Authority of New York and New Jersey, having a market value of that amount, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed. Bonds qualifying for deposit hereunder shall be in bearer form but if bonds of that issue were offered only in registered form, then the Permittee may deposit such bonds or bonds in registered form, provided, however, that the Port Authority shall be under no obligation to accept such deposit of a bond in registered form unless such bond has been re-registered in the name of the Port Authority (the expense of such re-registration to be borne by the Permittee) in a manner satisfactory to the Port Authority. The Permittee may request the Port Authority to accept a registered bond in the Permittee's name and if acceptable to the Port Authority the Permittee shall deposit such bond together with an irrevocable bond power (and such other instruments or other documents as the Port Authority may require) in form and substance satisfactory to the Port Authority. In the event the Required Security Deposit is returned to the Permittee, any expenses incurred by the Port Authority in re-registering a bond to the name of the Permittee shall be borne by the Permittee. In addition to any and all other remedies available to it, the Port Authority shall have the right, at its option, at any time and from time to time, with or without notice, to use the Required Security Deposit, or any part thereof, in whole or partial satisfaction of any of its claims or demands against the Permittee. There shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of the Required Security Deposit itself shall cure any default or breach of this Permit on the part of the Permittee. With respect to any bonds deposited by the Permittee, the Port Authority shall have the right, in order to satisfy any of its claims or demands against the Permittee, to sell the same in whole or in part, at any time, and from time to time, with or without prior notice at public or private sale, all as determined by the Port Authority, together with the right to purchase the same at such sale free of all claims, equities or rights of redemption of the Permittee. The Permittee hereby waives all right to participate therein and all right to prior notice or demand of the amount or amounts of the claims or demands of the Port Authority against the Permittee. The proceeds of every such sale shall be applied by the Port Authority first to the costs and expenses of the sale (including but not limited to advertising or commission expenses) and then to the amounts due the Port Authority from the Permittee. Any balance remaining shall be retained in cash toward bringing the Required Security Deposit to the sum specified in Item 8 on the first page of this Permit. In the event that the Port Authority shall at any time or times so use the Required Security Deposit, or any part thereof, or if bonds shall have been deposited and the market value thereof shall have declined below the amount set forth in Item 8 on the first page of this Permit, the Permittee shall, on demand of the Port Authority and within two (2) days thereafter, deposit with the Port Authority additional cash or bonds so as to maintain the Required Security Deposit at all times to the full amount above stated in Item 8 on the first page of this Permit, and such

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

(ii) In lieu of the Required Security Deposit made in the form described above in paragraph (a)(i), the Permittee may at any time during the effective period of the permission granted under this Permit offer to deliver to the Port Authority, as security for all obligations of the Permittee under this Permit, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District, in favor of the Port Authority in the amount of the Required Security Deposit. The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission granted under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent satisfactory letter. Upon notice of cancellation of a letter of credit, the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by security in accordance with paragraph (a)(i) of this Section or another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security under paragraph (a)(i) of this Section. Failure to provide such a letter of credit at any time during the effective period of the permission granted under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit, shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the Required Security Deposit, if any, theretofore made under and in accordance with the provisions of paragraph (a)(i) of this Section. The Permittee shall have the same rights to receive such Required Security Deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the effective period of the permission granted under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount.

(b) Provided that a Required Security Deposit amount is set forth in Item 8 on the first page of this Permit, and, provided, further, the amount of said Required Security Deposit is equal to or greater than $20,000.00, upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the

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

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

(d) If the Permittee is obligated by any other agreement to maintain a security deposit with the Port Authority to insure payment and performance by the Permittee of all fees, rentals, charges and obligations which may become due and owing to the Port Authority arising from the Permittee's operations at the Airport pursuant to any such other agreement or otherwise, then all such obligations under such other agreement and any deposit pursuant thereto also shall be deemed obligations of the Permittee under this Permit and as security hereunder as well as under any such other agreement and all provisions of such other agreement with respect to such obligations and any obligations thereunder of the Port Authority as to the security deposit are hereby incorporated herein by this reference as though fully set forth herein and hereby made a part hereof. The termination, revocation, cancellation or expiration of any other agreement to

which such security shall apply or any permitted assignment of such other agreement shall not affect such obligations as to such security which shall continue in full force and effect hereunder.

6. Permittee's Operations:

(a) The Permittee shall provide to the Port Authority, upon request of the Port Authority from time to time, such information and data in connection with the permission granted hereunder as the Port Authority may request and shall, if so requested by the Port Authority, make periodic reports thereof to the Port Authority utilizing such forms as may be adopted by the Port Authority for such purpose.

(b) The Permittee shall daily remove from the Airport by means of facilities provided by it all garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with the permission granted hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition, in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein; said receptacles being provided and maintained by the Permittee. The receptacles shall be kept covered except when filling or emptying the same. The Permittee shall exercise extreme care in removing such garbage, debris and other waste materials from the Airport. The manner of such storage and removal shall be subject in all respects to the continual approval of the Port Authority. No facilities of the Port Authority shall be used for such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Airport.

(c) The Permittee shall, at all times that areas of the Airport are being used for the privileges permitted hereunder, maintain said areas in a clean and orderly condition and appearance. The Permittee shall promptly wipe up any oil, gasoline, grease, lubricants and other inflammable liquids and substances and any liquids and substances having a corrosive or detrimental effect on the paving or other surface of the ramps or other areas upon which it performs the privileges authorized by this Permit resulting from its operations hereunder. The Permittee shall repair, replace, repave or rebuild, or at the Port Authority's election, the Permittee shall pay to the Port Authority the cost to the Port Authority of repairing, replacing, repaving or rebuilding, all or any part of the ramps or other areas upon which it performs the privileges authorized by this Permit which may be damaged or destroyed by such oil, gasoline, grease, lubricants or other liquids or substances or by any other act or omission of the Permittee or its employees, except for reasonable wear and tear arising out of its operations thereon.

(d) A principal purpose of the Port Authority in granting the permission under this Permit is to have available at the Airport, the privileges which the Permittee is permitted to render hereunder. The Permittee agrees that it will conduct a first-class operation and will furnish all fixtures, equipment, personnel (including licensed personnel as necessary), supplies, materials and other facilities and replacements necessary or proper therefor, and keep the same in a first-class operating condition at all times.

(e) The Permittee shall immediately comply with all orders, directives and procedures as may be issued by the General Manager of the Airport covering the operations of the Permittee under this Permit at any time and from time to time. The Port Authority may, at any time and from time to time, without prior notice or cause, withdraw or modify any designation, approval, substitution or redesignation given by it hereunder.

(f) In the event of any injury or death to any person (other than employees of the Permittee) at the Airport when caused by the Permittee's operations, or damage to any property (other than the Permittee's property) at the Airport when caused by the Permittee's operations, the Permittee shall immediately notify the Port Authority and promptly thereafter furnish to the Port Authority copies of all reports given to the Permittee's insurance carrier.

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

(h) The Permittee shall promptly repair or replace any property of the Port Authority damaged by the Permittee's operations at the Airport.

7. Indemnity:

(a) The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, and the Airline (as defined in Special Endorsement No. 1 of this Permit), its directors officers, employees, agents and representatives, from and against (and shall reimburse the Port Authority for the Port Authority's costs and expenses including legal costs and expenses incurred in connection with the defense of) all claims and demands of third Persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any default of the Permittee in performing or observing any term or provision of this Permit, or out of the operations of the Permittee hereunder, or out of any of the acts or omissions of the Permittee, its officers, employees or Persons who are doing business with the Permittee arising out of or in connection with the activities permitted hereunder, or arising out of the acts or omissions of the Permittee, its officers or employees at the Airport, including claims and demands of the City against the Port Authority for indemnification arising by operation of law or through agreement of the Port Authority with the said City.

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

(c) Without limiting any other term or provision hereof, the Permittee shall indemnify the Port Authority and hold it harmless against all claims and demands of third Persons for damage to any aircraft cargo or baggage or any other property handled or delivered pursuant to the permission granted by this Permit.

(d) If so directed, the Permittee shall at its own expense defend any suit based upon any such claim or demand set forth in paragraphs (a), (b) and (c) above (even if such claim or

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

8. Liability Insurance:

(a) The Permittee, in its own name as insured and including the Port Authority as an additional insured, shall maintain and pay the premiums during the effective period of the Permit on a policy or policies of Commercial General Liability Insurance, including premises-operations and products-completed operations and covering bodily-injury liability, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage in the minimum limit set forth in Item 9 on the first page of this Permit. Without limiting the foregoing, the Permittee shall maintain Workers' Compensation and Employers Liability Insurance in accordance with the Permittee's statutory obligations under the applicable State Workers' Compensation Law for those employees of the Permittee employed in operations conducted pursuant to this Permit at or from the Airport. In the event the Permittee maintains the foregoing insurance in limits greater than aforesaid, the Port Authority shall be included therein as an additional insured, except for the Workers' Compensation and Employers Liability Insurance policies, to the full extent of all such insurance in accordance with all terms and provisions of this Permit.

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

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

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

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

(e) A certified copy of each policy or a certificate or certificates of insurance evidencing the existence thereof, or binders, shall be delivered to the Port Authority upon execution and delivery of this Permit by the Permittee to the Port Authority. In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate of insurance. Any renewal policy shall be evidenced by a renewal certificate of insurance delivered to the Port Authority at least seven (7) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of this Permit. The aforesaid insurance shall be written by a company or companies approved by the Port Authority. If at any time any insurance policy shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policy shall be or become unsatisfactory to the Port Authority, the Permittee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each policy shall be delivered to or made available for inspection by the Port Authority.

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

9. Special Endorsements:

The Permittee hereby agrees to the terms and conditions of the endorsements attached hereto, hereby made a part hereof and marked "*Special Endorsements*". The terms and provisions of the Special Endorsements shall have the same force and effect and as if herein set forth in full.

10. No Waiver:

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

11. Removal of Property:

The personal property placed or installed by the Permittee at the Airport shall remain the property of the Permittee and must be removed on or before the expiration, revocation, cancellation or termination of the permission hereby granted, whichever shall be earlier.

Without limiting the terms and provisions of paragraph (g) of Section 18 hereof, any such property remaining at the Airport after the effective date of such expiration, revocation, cancellation or termination shall be deemed abandoned by the Permittee and may be removed and disposed of by the Port Authority in any manner it so determines in its sole discretion and all the proceeds of any removal or disposition shall be retained by the Port Authority for its account and all costs and expenses of such removal and disposition shall be paid to the Port Authority by the Permittee when billed.

12. Permittee's Representative:

The Permittee's representative specified in Item 3 on the first page of this Permit (or such substitute as the Permittee may hereafter designate in writing) shall have full authority to act for the Permittee in connection with this Permit, and any act or thing done or to be done hereunder, and to execute on the Permittee's behalf any amendments or supplements to this Permit or any extension thereof, and to give and receive notices hereunder.

13. Notices:

Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices given by the Port Authority to the Permittee shall be validly given if sent by registered or certified mail addressed to the Permittee at the address specified on the first page hereof or at the latest address that the Permittee may substitute therefor by notice to the Port Authority, or left at such address, or delivered to the Permittee's representative. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered or certified mail addressed to the Executive Director of the Port Authority at 225 Park Avenue South, New York, New York 10003 or at such other address as the Port Authority shall hereafter designate by notice to the Permittee. If mailed, the notices herein required to be given shall be deemed effective and given as of the date of the certified or registered mailing thereof.

14. Late Charges:

If the Permittee should fail to pay any amount required under this Permit when due to the Port Authority including without limitation any payment of any fixed or percentage fee or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the Port Authority may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount for each late charge period (hereinbelow described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods on a calendar year basis; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Permit. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Section with respect to such unpaid amount. Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any

rights of the Port Authority under this Permit, including without limitation the Port Authority's rights set forth in Section 2 of these Terms and Conditions, or (ii) any obligations of the Permittee under this Permit. In the event that any late charge imposed pursuant to this Section shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Permit shall be payable instead at such legal maximum.

15. Non-discrimination:

(a) This Permit is subject to the requirements of the U.S. Department of Transportation's regulations, Title 49, Code of Federal Regulations, Part 23. The Permittee agrees that it shall not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement or other agreement covered by Title 49, Code of Federal Regulations, Part 23. Without limiting the generality of any of the provisions of this Permit, the Permittee, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of any space at the Airport and the exercise of any privileges under this Permit, (2) that in the construction of any improvements on, over, or under any space at the Airport and the furnishing of any service thereon by the Permittee, no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use any space at the Airport and exercise any privileges under this Permit in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Permittee's operations thereat, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Permittee shall include the provisions of paragraph (a) of this Section in every agreement or concession covered by Title 49, Code of Federal Regulations, Part 23 that it enters into and cause those Person or Persons to similarly include the provisions in further agreements and shall also include therein a provision granting the Port Authority a right to take such action as the United States may direct to enforce such provisions.

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

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

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

16. Affirmative Action:

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

The Permittee acknowledges that Federal rules and regulations in connection with the subject matter of this Section may be amended from time to time and, in connection therewith, the Port Authority may modify the terms and provisions of this Section so as to assure compliance with such Federal rules and regulations. The Permittee hereby acknowledges and agrees that it shall be bound by all modifications made by the Port Authority to the terms and provisions of this Section, as described in the preceding sentence, upon written notice from the Port Authority containing such modifications.

17. Rules and Regulations:

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

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

18. Prohibited Acts

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

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

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

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

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

(v) may interfere with the effectiveness or accessibility of any drainage and sewerage system, water system, communications system, fire protection system, sprinkler system, alarm system, fire hydrant and hose, if any, installed or located or to be installed or located in or on the Airport, or

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

For the purpose of this paragraph (a), "Airport" includes all structures located thereon.

(b) The Permittee shall not dispose of, release or discharge nor permit anyone to dispose of, release or discharge any Hazardous Substance on the Airport except that the Permittee may release or discharge de-icing fluids utilized in the Permittee's ordinary course of business in the performance of any of the privileges granted hereunder so long as such release or discharge is not a violation of the terms and conditions of Sections 17 or 19 hereof. In addition to and without limiting Section 19 hereof, any Hazardous Substance disposed of, released or discharged by the Permittee (or permitted by the Permittee to be disposed of, released or discharged) on the Airport shall upon notice by the Port Authority to the Permittee and subject to the provisions of paragraph (f) of Section 17 hereof and to all Environmental Requirements, be completely removed and/or remediated by the Permittee at its sole cost and expense, provided, however, the forgoing shall not apply to releases and discharges which are in compliance with the terms and conditions of Sections 17 and 19 hereof of de-icing fluids utilized in the Permittee's ordinary course of business in the performance of any of the privileges granted hereunder and the obligation of the Permittee to remove and remediate such de-icing fluids shall be as required by the terms and conditions of Sections 17 and 19 hereof. The obligations of the Permittee pursuant to this paragraph shall survive the expiration, revocation, cancellation or termination of this Permit.

(c) The Permittee shall not dispose of nor permit anyone to dispose of any waste materials (whether liquid or solid) by means of any toilets, sanitary sewers or storm sewers.

(d) (i) The Permittee shall not employ any persons or use any labor, or use or have any equipment, or permit any condition to exist, which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies at the Airport which interfere or are likely to interfere with the operation of the Airport or any part thereof by the Port Authority or with the operations of the lessees, licensees, permittees or other users of the Airport or with the operations of the Permittee under this Permit.

(ii) The Permittee shall use its best efforts to resolve any such complaints, troubles, disputes or controversies.

(iii) The Permittee acknowledges that it is familiar with the general and local conditions prevailing at the Airport and with the all pertinent matters and circumstances which may in any way affect performance of the privileges granted under this Permit.

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

(f) The Permittee shall not install any fixtures or make any alterations, additions, improvements or repairs to any property of the Port Authority except with the prior written approval of the Port Authority.

(g) No signs, posters or similar devices shall be erected, displayed or maintained at the Airport without the written approval of the General Manager of the Airport; and any not approved by such General Manager or not removed by the Permittee upon the termination, revocation, expiration or cancellation of this Permit may be removed by the Port Authority at the expense of the Permittee.

(h) The Permittee shall not operate any engine or any item of automotive equipment in any enclosed space at the Airport unless such space is adequately ventilated.

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

(j) The Permittee shall not fuel or defuel any equipment in any enclosed space at the Airport without the prior approval of the General Manager of the Airport except in accordance with Port Authority rules and regulations.

(k) The Permittee shall not start or operate any engine or any item of automotive equipment in any enclosed space at the Airport unless such space is adequately ventilated and unless such engine is equipped with a proper spark-arresting device.

19. Law Compliance:

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

(b) The Permittee shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operations at the Airport or on the Gross Receipts, or income therefrom, and shall make all applications, reports and returns required in connection therewith.

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

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

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

20. Trademarks and Patent Infringement:

The Permittee represents that it is the owner of or fully authorized to use or sell any and all services, processes, machines, articles, marks, names or slogans used or sold by it in its operations under or in any wise connected with this Permit.

21. Inspection:

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

22. Federal Aid:

(a) The Permittee shall

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

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

(iii) charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the Permittee may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to ~~volume~~ qualified purchasers (as such term is used in the Concession Agreement).

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

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

23. Capacity and Competition:

(a) The Permittee shall refrain from entering into continuing contracts or arrangements with any third Person for furnishing services covered hereunder when such contracts or arrangements will have the effect of utilizing to an unreasonable extent the Permittee's capacity for rendering such services. A reasonable amount of capacity shall be reserved by the Permittee for the purpose of rendering services hereunder to those who are not parties to continuing contracts with the Permittee.

(b) The Permittee shall not enter into any agreement or understanding, express or implied, binding or non-binding, with any other Person who may furnish services at the Airport similar to those furnished hereunder which will have the effect of (i) fixing rates and charges to be paid by users of the services; (ii) lessening or preventing competition between the Permittee and such other furnishers of services; or (iii) tending to create a monopoly on the Airport in connection with the furnishing of such services.

24. Business Development and Records:

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

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

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

(iii) maintain, in English and in accordance with accepted accounting practice, during the effective period of this Permit, for one (1) year after the expiration or earlier

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

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

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

(vi) permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee, including but not limited to the equipment described in paragraph (a)(vii) below; and

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

(b) Without implying any limitation on the right of the Port Authority to revoke this Permit for cause for breach of any term, condition or provision thereof, including but not limited to, breach of any term, condition or provision of paragraph (a) above, the Permittee understands that the full reporting and disclosure to the Port Authority of all Gross Receipts and the Permittee's compliance with all the provisions of paragraph (a) above are of the utmost importance to the Port Authority in having entered into the percentage fee arrangement under this Permit. In the event any Books and Records are maintained outside the Port of New York District or in the event of the failure of the Permittee to comply with all the provisions of paragraphs (a)(ii) through (a)(vii) above then, in addition to all, and without limiting any other, rights and remedies of the Port Authority under this Permit or otherwise and in addition to all of the Permittee's other obligations under this Permit:

(i) the Port Authority may estimate the Gross Receipts on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Permittee and the fees based thereon shall be payable to the Port Authority when billed; and/or

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

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

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

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

25. Rates and Charges:

The Permittee shall establish rates and discounts therefrom which are in compliance with Section 22 hereof (each such rate and discount is hereinafter called an "*Established Rate*"). Upon request by the Port Authority, the Permittee shall provide the Port Authority its rates and discounts therefrom for goods and services furnished hereunder. If the Permittee applies any rate in excess of the Established Rate therefor or extends a discount less than the Established Discount therefor, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the Established Rate shall constitute an overcharge which will, upon demand of the Port Authority or the Permittee's customer, be promptly refunded to the customer. If the Permittee applies any rate which is less than the Established Rate therefor or extends a discount which is in excess of the Established Rate therefor, the amount by which the charge based on such actual rate or actual discount deviates from a charge based on the Established Rate shall constitute an undercharge and an amount equivalent thereto shall be included in Gross Receipts hereunder and the Basic Percentage Fee shall be payable in respect thereto. Notwithstanding any repayment of overcharges to a customer by the Permittee or any inclusion of undercharges in Gross Receipts any such overcharge or undercharge shall constitute a breach of the Permittee's obligations hereunder and the Port Authority shall have all remedies consequent upon such breach which would otherwise be available to it at law, in equity or by reason of this Permit.

26. Other Agreements:

In the event the terms and provisions of any agreement entered into by the Permittee with any third Person in connection with the privileges granted hereunder are contrary to or conflict or are inconsistent with the terms and provisions of this Permit, the terms and provisions of this Permit shall be controlling, effective and determinative.

27. City Lease Provisions:

(a) The Permittee acknowledges that it has received a copy of, and is familiar with the contents of, the City Lease. The Permittee acknowledges that no greater rights or privileges are hereby granted to the Permittee than the Port Authority has the power to grant under the City Lease.

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

(i) This Permit is subject and subordinate to the City Lease and to any interest superior to that of the Port Authority;

(ii) The Permittee shall not pay the fees or other sums under this Permit for more than one (1) month in advance (excluding security or other deposits required under this Permit);

(iii) With respect to this Permit, the Permittee on the termination of the City Lease will, at the option of the City, enter into a direct permit on identical terms with the City;

(iv) The Permittee shall indemnify the City, as third party beneficiary hereunder, with respect to all matters described in Section 31 of the City Lease;

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

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

(vii) The failure of the Permittee to comply with the foregoing provisions shall be an event of default under this Permit, which shall provide the Port Authority with the right to revoke this Permit and exercise any other rights that the Port Authority may have as the grantor of the permission hereunder; and

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

28. Waiver of Trial by Jury:

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

29. Continued Exercise of Privilege After Expiration, Revocation or Termination:

(a) 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 Authorized Service for any period (a "Post-Termination Period") following 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, the Permittee shall pay to the Port Authority, for any Post-Termination Period, a fee equal to twice the percentage fee otherwise stated to be payable hereunder.

(b) The foregoing shall not be deemed to give the Permittee any right to continue to perform the Authorized Service at the Airport after the expiration, revocation or termination of the effective period of the permission granted under this Permit. In addition, the Permittee acknowledges that the failure of the Permittee to cease to perform the Authorized Service at the

Airport from the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss, and the Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss. The Permittee acknowledges that the Port Authority reserves all its legal and equitable rights and remedies in the event of such failure by the Permittee to cease performance of the Authorized Service.

(c) The Permittee hereby acknowledges and agrees that, subject to the foregoing, all terms and provisions of this Permit shall be and continue in full force and effect during any Post-Termination Period.

30. Miscellaneous:

(a) It is understood and agreed that the Port Authority shall not furnish, sell or supply to the Permittee any services or utilities in connection with this Permit.

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

(c) The Section and paragraph headings, if any, in this Permit are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provision hereof.

(d) This Permit, including the attached Special Endorsements, constitutes the entire agreement of the Port Authority and the Permittee on the subject matter hereof. This Permit may not be changed, modified, discharged or extended, except by written instrument duly executed on behalf of the Port Authority and the Permittee or except by notice as specifically set forth in Sections 4 and 13 hereof. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing herein.

For the Port Authority

Initialed:

For the Permittee

For the Airline

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

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

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

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

SPECIAL ENDORSEMENTS

1. (a) Pursuant to an agreement of lease between the Port Authority and Delta Air Lines, Inc. ("Airline") bearing Port Authority Lease No. AYC-325, effective as of January 1, 1993 (as the same may have been supplemented, extended and amended, "Airline Lease") the Port Authority leased to the Airline Building 53 and Building 54 (hereinafter referred to collectively as "Terminal") and certain outside areas at the Airport. It was contemplated under the Airline Lease that certain consumer services would be operated in space provided by the Airline in the Terminal. The Airline and the Permittee have accordingly entered into a concession agreement, dated as of October 15, 2010 (as amended by letter agreement dated October 29, 2010, collectively the "Concession Agreement"), providing for the operation by the Permittee of certain businesses in the Concession Area, as hereinafter defined.

(b) Subject to all of the terms, covenants and provisions of this Permit, the Port Authority and the Airline hereby grant to the Permittee the privilege of operating retail concession stores, to be used for the sale of the Permittee's specialty retail items featured in the Permittee's branded concept airport locations as follows: for the sale of food and beverage items, as more fully described in Exhibit A (comprised of Exhibits A-1, A-2 and A-3) attached hereto and hereby made a part hereof, at the locations more fully described on Exhibit B-2, B-3, B-4, and B-5 attached hereto and hereby made a part hereof (collectively the "Concession Area") and for the sale of such other services normally featured in Permittee's branded concept airport locations as may be consented to in advance in writing by the Port Authority and for no other purpose or purposes whatsoever. In addition to the items set forth in Exhibit A, the Permitee may sell time and/or space on its interactive re: vive screens, located in gate holdroom areas, specified in the Concession Agreement, to third parties for the purpose of advertising or promoting or selling goods or services, all within guidelines approved by the Airline and the Port Authority. Without the express written consent of the Port Authority, the Permittee shall not use the premises or gate holdroom areas for any other purposes. The Permittee understands that since the Terminal is leased to the Airline, all arrangements as to the Concession Area and facilities in which the privilege will be exercised, including utilities and services, shall be made with the Airline, and the Permittee acknowledges that it has made such arrangements. The Port Authority makes no representations or warranties as to the size, location, adequacy or suitability of the Concession Area and the facilities therein. Notwithstanding the foregoing, however, the Airline expressly hereby agrees that it shall not, pursuant to the Concession Agreement, relocate or reconfigure all or any part of the Concession Area without the prior written consent of the Port Authority.

(c) 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. Subject to the terms of this Permit, the Port Authority hereby consents to the Concession Agreement as of October 15, 2010.

2. As used herein:

(a) "Annual Period" shall mean the period commencing on the Fee Commencement Date and ending on the three hundred and sixty-fifth (365th) day following the Fee Commencement Date, and each the three hundred and sixty-five (365) day period occurring thereafter during the period of the permission granted herein.

(b) "Fee Commencement Date" shall mean November 15, 2010.

(c) "Monthly period" shall mean, as the context requires, the period commencing on the Fee Commencement Date and continuing through the balance of the month in which the Fee Commencement Date occurs and each calendar month thereafter occurring during the period of permission granted hereunder; provided, however, that if the period of permission commences on other than the first day of a month, the first monthly period hereunder shall expire or is terminated or revoked on other than the last day of a calendar month, then the monthly period for the calendar month in which the effective date of expiration, termination or revocation occurs shall expire on such date.

(d) "Percentage Fee" shall mean, for and during the period commencing on the Fee Commencement Date and continuing throughout the balance of the period of the permission hereunder, both dates inclusive, nine and nine tenths percent (9.9%) of Gross Receipts.

(e) "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.

(f) "Port Authority Share" shall mean twenty percent (20%) of the fees payable by the Permittee hereunder.

3. (a) The Permittee hereby agrees that it shall invest no less than Five Hundred Thousand Dollars and Zero Cents ($500,000.00) (such initial capital investment to be hereinafter referred

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to as the "Minimum Capital Investment") in the construction of the Concession Area to be occupied by the Permittee during the period of the permission granted hereunder. The Permittee shall complete the construction of the Concession Area by the Fee Commencement Date. The Minimum Capital Investment shall be exclusive of and in addition to any of the following amounts: (1) the cost of items with a useful life of less than three years; (2) the cost of architectural, engineering, professional and consulting services, to the extent such costs exceed fifteen percent (15%) of the total amount of capital investment; (3) interest and financing charges; and (4) the Permittee's investments in interim locations, if any.

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(b) If as of June 1, 2011 the Permittee has not made the Minimum Capital Investment, the Permittee shall pay fifty (50%) to the Port Authority and to the Airline, within thirty (30) days of such determination by the Airline, of the amount equal to the difference between the Minimum Capital Investment and the amount actually invested by the Permittee in capital improvements at or to the Concession Area as of the day preceding the Fee Commencement Date.

4. ~~In the event and on the condition that the Permittee and the Airline agree to extend the term of the Concession Agreement beyond _____ then the Permittee shall be obligated to complete its refurbishment of the Concession Area on or before (date) using the funds in the refurbishment of the Concession Area on or before _____, then the Permittee shall not be obligated to undertake the refurbishment contemplated by the Concession Agreement. The Permittee shall pay fifty percent (50%) to each of the Port Authority and to the Airline, within thirty (30) days of such determination by the Airline, of the amount equal to the difference between the amount the Permittee's required to invest in refurbishment pursuant to the Concession Agreement and the amount actually invested by the Permittee in such refurbishment.~~ December 31, 2012 Gates 15 and November 30, 2017 Gates 21/22

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5. Wherever the phrases "Port Authority or the Airline" and "Airline or the Port Authority" are used in this Permit they shall be deemed to mean either the Port Authority or the Airline or both.

6. The following shall be inserted following the second paragraph of Standard Endorsement No. 4.1:

> "The Permittee shall comply with the Port Authority Aviation Department's Street Pricing Policy. In connection therewith, the Permittee shall not charge prices to its customers in excess of "Street Prices," which for purposes of this Permit, is defined as follows:
>
> 1. If the Permittee conducts a similar business to the business operation permitted under this Permit in an off-airport location(s) in the Greater New York City- Northern New Jersey Metropolitan Area (the "Metro Area"), "Street Prices" shall mean the average price regularly charged by the Permittee for the same or similar item in such Metro Area location;
>
> 2. If the Permittee does not conduct a similar business to the business operation permitted under this Permit in the Metro Area, "Street Prices" shall mean the average price regularly

charged in the Metro Area by similar retailers for the same or similar item;

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

The Permittee's breach of the aforesaid Street Pricing Policy shall be deemed a material breach of the Permittee's obligations under this Permit.

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

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

(b) Neither this Permit nor anything contained herein shall constitute or be deemed to constitute a consent to nor shall there be created an implication that there has been consent to any enlargement or change in the rights, powers and privileges granted to the Airline under the Airline Lease, nor consent to the granting or conferring of any rights, powers or privileges to the Permittee as may be provided under the Concession Agreement if not granted to the Airline under the Airline Lease, unless specifically set forth in this Permit. 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 affected or 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 imply that no such approval or consent is required and the Airline Lease and this Permit shall, in all respects, be controlling, effective and determinative.

(c) No provision of the 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 provision of the Concession Agreement covering actions which shall or may be undertaken by the Permittee or the Airline including, but not limited to, construction of the Concession Area, 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.

(d) It is hereby expressly understood that in the event of an inconsistency between the Concession Agreement and the Airline Lease, the Airline Lease shall control and in the event of an inconsistency between the Concession Agreement and this Permit, this Permit shall control. No changes or amendments to the Concession Agreement nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless the same have been approved in advance by the Port Authority in writing.

(e) This Permit and the privileges granted hereunder shall in any event expire on the date of expiration or earlier termination of the Airline Lease; provided, however, that this shall not affect or impair the Port Authority's rights of revocation or termination as contained elsewhere in this Permit.

(f) Without limiting the generality of the foregoing, the parties agree as follows:

(i) Section 1.12 of the Concession Agreement, defining the term "Revive Concept", shall be modified by deleting the last sentence of Section 1.12 and inserting, in lieu thereof, the following: "Advertising and other information not related to ordering food and beverages will be subject to approval by the Airline and the Port Authority. No advertising rights are granted to the Permittee without the Port Authority's prior approval."

(ii) Notwithstanding anything to the contrary stated in Section 8.11 of the Concession Agreement, title to all Fixed Improvements shall vest in the Port Authority or the City of New York upon installation. Trade fixtures and personal property of the Permittee will remain the property of the Permittee consistent with the provisions of the Concession Agreement.

(iii) Notwithstanding anything stated in Exhibit C to the Concession Agreement or Special Endorsement No. 1(b), above, "no advertising rights will be granted to the Permittee without the Port Authority's prior approval.

8. It is understood and agreed that the Port Authority shall not sell, supply, or furnish any utilities or services to the Permittee, including, but not limited to, electricity, and the Permittee shall make its own arrangements with the Airline for the supply of such utilities, services, and facilities as it may require. Notwithstanding the foregoing, the Airline may, subject to the Port Authority's prior written approval, charge the Permittee for extraordinary utility consumption in accordance with the terms of the Concession Agreement.

9. The Airline and the Port Authority shall both have the right by their officers, employees, agents, representatives and contractors at all reasonable times to enter upon the 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 Airline or the Port Authority may be obligated or have the right to do under this Permit, the Airline Lease, or otherwise. Further, the Airline shall have the right to enter upon the Concession Area for the purpose of making repairs, alterations or replacements in or to any portion of the Terminal in accordance with the provisions of the Airline Lease.

10. (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 Concession Area and its 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 Concession Area and any other 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. All non-structural repair, replacement and rebuilding shall be done by the Permittee (unless otherwise directed by the Airline) and structural repair, replacement and rebuilding may be done by the Airline, the cost of any such repair performed by the Airline for the Permittee to be repaid by the Permittee on demand.

(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 Airline (including, but not limited to, the time for the performance of any such installation or work) and in the event of any such installation without the approval of the Airline then upon such notice from the Airline or the Port Authority the Permittee shall remove the same or cause the same to be changed to the satisfaction of the Airline and the Port Authority. In case of any failure on the part of the Permittee to comply with such notice, the Airline may affect the removal or change and the Permittee shall pay the cost thereof to the Airline on demand. All of the Permittee's equipment, fixtures ~~or improvements~~ shall be promptly removed from the Concession Area and the Terminal on or before the expiration, revocation or termination of this Permit and the Concession Area or other area affected by such removal shall be restored by the Permittee to the condition existing prior to any installation or replacement. If the Permittee shall fail so to remove from the Concession Area or

trade and personal property

the Terminal any property or thing which it is required to remove under this Permit, the Airline may remove such property and the Permittee shall pay to the Airline the cost thereof on demand. The Airline may store such property or thing in a public warehouse, but shall not be obligated to, or may retain the same in its own possession and in either event may sell the same at public auction, the proceeds thereof to be applied first to the expense of removal, restoration, retention, storage and sale, and second to any sums owed by the Permittee to the Airline or the Port Authority, with any balance remaining to be paid over to the Permittee. If the expense of such removal, restoration, retention, storage and sale shall exceed the proceeds of the sale, the Permittee shall pay such excess to the Airline on demand. The Permittee agrees not to perform any servicing or maintenance to its equipment, fixtures, or property or to remove any such equipment, fixtures, or property unless the Airline has approved the time and manner of the performance thereof. The Permittee shall have no right to install any property or perform any work outside the Terminal nor shall the Permittee leave or store any property on the Facility.

(c) The Permittee shall promptly notify the Airline if any portion or all of the Concession Area or any of the Permittee's fixtures, equipment, or personal property is destroyed, damaged, or in need of repair regardless of the Permittee's responsibility therefor.

11. Such provisions of this Permit as apply to the rights and obligations of the parties hereto upon the expiration of the permission granted by this Permit shall apply to the rights and obligations of the parties hereto upon the revocation or termination of the permission granted by this Permit.

12. 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.

13. In the event of any breach or default by the Permittee in paying the fees due under this Permit, the Airline shall have the right and obligation to enforce payment thereof and to exercise all necessary remedies in connection therewith. The Port Authority shall not be required to incur any expenses or to commence any legal motion or proceeding to collect unpaid fees from the Permittee; provided, however, that nothing herein shall be deemed a waiver by the Port Authority of any rights or remedies under this Permit which it may wish in its discretion to enforce by legal action or otherwise, and provided, further, however, that all monies due the Port Authority and collected by the Airline hereunder shall be remitted by the Airline to the Port Authority as and when collected.

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

agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreement. Further, the Permittee agrees to comply with the terms and provisions of Schedule G, attached hereto and hereto made a part hereof.

15. Labor Harmony at the Airport

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

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

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

(c) Employee Retention. If the Permittee's concession at the concession area is of the same type (i.e., food, retail, news/gifts or duty-free concession) as that of the immediately preceding concession operator at the Concession Area (the "Predecessor Concession"), the Permittee agrees to offer continued employment for a minimum period of ninety (90) days, unless there is just cause to terminate employment sooner, to employees of the Predecessor Concession who have been or will be displaced by cessation of the operations of the Predecessor Concession and who wish to work for the Permittee at the Concession Area. The foregoing requirement shall be subject to the Permittee's commercially reasonable determination that fewer employees are required at the Concession Area than were required by the Predecessor Concession; except, however, that the Permittee shall retain such staff as is deemed commercially reasonable on the basis of seniority with the Predecessor Concession at the Concession Area. The Port Authority shall have the right to demand from the Permittee documentation of the name, date of hire, and employment occupation classification of all employees covered by this provision. In the event the Permittee fails to comply with this provision, the Port Authority have the right at any time during the continuance thereof to take

such actions as the Port Authority may deem appropriate including, without limitation, revocation of this Permit.

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

16. (a) The Permittee hereby certifies that its Federal Tax Identification Number is 20-~~2779524~~ 063178 for the purposes of this Special Endorsement.

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

For the Port Authority

Initialed:

For the Permittee

For the Airline

Exhibit A

Pan Piace™

PANINI

Mozzarella with tapenade and pepperonata
Oven –roasted chicken with grana and pesto
Taleggio with fennel and pears
Sun dried tomato pesto with pickled onions, rucola, and smoked mozzarella
Tricolore with black olive vinaigrette and crotonese
Toasted almond pesto with radicchio citrus and goat cheese
Soppressata with rucola and pecorino peppato
Chicken salad with parsley and lemon mayo
Roasted portobello with robiola and rucola
Marinated artichoke with bel paese and fennel
Prosciutto with mozzarella and basil pesto
Fontina, black olives, and pepperonata
Bresaola with grana and lemon
Herbed goat cheese with mixed greens
Salami milano with roasted tomato and bel paese

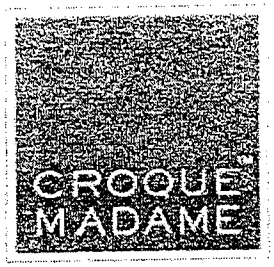
BRUSCHETTE

Warm mozzarella with anchovy butter
Fig and prosciutto
Whipped mascarpone with orange honey
Pepperonata
Basil pesto
Tapenade
Wilted greens with grana
Artichoke and pecorino peppato
Citrus and almond pesto
Herbed goat cheese
Pickled onion and pear
Taleggio with fennel fronds
Oven roasted tomato
Eggplant agro dolci
Sun dried pesto with chopped rucola

BREAKFAST

Fresh Fruit
Egg cheese, bacon panino
Egg cheese, roasted pepper panino
Yogurt with granola
Egg and cheese panino
Egg cheese, pork roll

A full selection of sweets and beverages will be offered.
Beverages include coffee and espresso, wine, beer, Italian sodas, waters, juices and teas.



Soups

Classic beef and onion
Soup del jour

Tartines (open sandwiches)

served on rustic bread from Pain D'Avingnon

Croque Madame
Smoked Turkey, dijon, tomatoes
Chopped Organic Egg salad, red onion, add smoked salmon
Prosciutto, mozzarella di buffala, basil
Roast Beef, horseradish and celery
Hummus, fresh tomato and smoked sheeps' milk cheese
Spicy Chicken Salad, cornichons and herbs
American Ham, cheddar and bread & butter pickles
Brie, apple and walnut
Avocado, spouts and fresh tomato

Crepes

Le Classic, sugar, lemon
Le Sud, dolce de leche
Le Noix, Nutella
Le Citron, lemon curd, sugar
Les Americaines, peanut butter, preserves
Le Pomme, roasted apples, walnuts, cinnamon cream
Le Split, strawberries, chocolate, bananas, vanilla cream
Le Fraise, fresh strawberries, cream
Le Coco Plus, milk chocolate, bananas
La Suzette, grand mariner, carmel, orange

Quiche

Végétarien, courgette, chevre
Spinach, gruyere, lardons

Plates

Country Pate, pickled vegetables, grainy mustard
Mediterranean Antipasti, foccacia
Great French Cheese, toasted nut bread, dried fruit

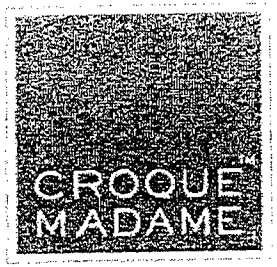
Salads

served with 7 grain bread from Elli's

House Greens, shaved vegetables, dried herbs vinaigrette
Roasted Beets, endive, walnut dressing
Goat Cheese, roasted peppers, arugula, olives
Vegetarian Chopped, red wine vinaigrette
Japanese, Tofu, seaweed, crispy wonton, sesame dressing
Nicoise, seared tuna, hericot vert, new potatoes, chopped egg, classic dressing

Sides

Pommes gaufrettes
Fresh fruit salad
Fresh fruit by the piece
Assorted pickles



Breakfast

Croissant
Pain au chocolate
Pain au lait
Almond croissant
Muffins
Banquette, French butter, preserves
Baker's Basket
Yogurt parfait, mixed berries
Anson Mills Steel-Cut Oatmeal, almonds & bananas
Waffle di Liege, apples, Chantilly cream
Croque Madame

Eggs

Two soft or hard-boiled eggs, soldiers
Organic eggs any style, toast
Omelette aux fines herbes, organic greens
Steak and egg tartine, leeks

Breakfast Sides

Schaller & Webber bacon
Garlic saucisson
Homemade granola
Stonyfield organic yogurt
Half grapefruit, frais or brule
Fresh fruit salad
Fresh fruit by the piece

A full selection of sweets and beverages will be offered.
Beverages include coffee and espresso, wine, beer, Italian sodas, waters, juices and teas.

CIBO EXPRESS GOURMET MARKETS

Clif Bars
Almond
Apricot
Blueberry
Carrot
Cherry Almond
Chocolate Chip
Cool Mint
Oatmeal
Peanut Toffee
Peanut
Peanut Butter
Chocolate Brownie
Clif Builder Chocolate
Clif Builder Cool Mint
Clif Builder Peanut

GNU High Fiber Kosher Bars
Banana Walnut Bar
Cinnamon Raisin Bar
Peanut Butter Bar
Chocolate Brownie Bar
Orange Cranberry Bar

Zone Bars
Zone Almond Raisin
Zone Apple Cinnamon
Zone Chocolate Peanut

Balance Energy Bars
Almond
Chocolate
Honey Pecan
Energy
Raspberry

Luna Bars
Berry Almond
Caramel Nut
Chai Tea
Chocolate Raspberry
Chocolate Pecan
Chocolate Peppermint
Dulce de Leche
Lemon Zest
Maple Nut
Nuts and Chocolate
Oatmeal Raisin
Peanut Butter
S'more

Pria Bars
Chocolate
Lemon
Peanut
Vanilla
Chai

Go Lean Energy Bars
Chocolate Almond
Chocolate Caramel
Chocolate Pecan

Kind Bars
Almond and Apricot
Almond and Coconut
Fruit and Nut
Macadamia and Apricot
Nut Delight
Sesame and Pecan
Walnut and Date

Manner Wafer Bars
Chocolate
Coconut
Vanilla Cream
Dark Chocolate
Manner Hazelnut
Lemon Cream

Ritter Bars
Rum Raisin
Sport Alpine
Sport Butter
Sport Cocoa
Sport Cappuccino
Sport Dark
Sport Marzipan
Sport Milk
Sport White Chocolate

CIBO EXPRESS GOURMET MARKETS

Kavli
Five Grain
Crisp Garlic
Crisp Thin
Golden Rye
Hearty

Carr's Crackers
Sesame
Cheese

Stacy's Chips
Cinnamon
Parmesan
Pesto
Simply Nut

Bachman Chips
BBQ
Gold
Natural
Onion

Bagel Crisps
Cinnamon
Everything
Garlic
Plain
Sea Salt
Original

Dirty Chips
Jalapeno
Honey Mustard
Light Salt
Maui Onion
Mesquite BBQ
Dirty R. G & Herb
Sea Salt and Pepper
Sea Salt and Vinegar
Salt Free
Sour Cream and Onion

Kettle Chips
Plain
Cheddar
Salt & Vinegar
Blue Potato

Soy Crisps
BBQ
Lite

NY Flat Breads
Plain
Whole Grain
Sesame
Garlic

100 Calorie Snacks
Cheddar Fish
Chess Bushmen
Chess Chocolate
Chocolate Chunk
Oatmeal Raisin
Ranch Fish Crackers
Pretzel Crisp

Terra Chips
Blue Chips
Original Kettle
Mediterranean
Gold
Potpourri
White & Blue
Salt & Pepper
Sweet Potato

Pretzels
Unique Splits
Unique Pretzels

Tropic Max Plantain Chips
Lightly Salted
Spicy
Sweet

French Twists
Chocolate
French
Raspberry
Strawberry
Watermelon

Caroles Soy Crunch
Cinnamon Raisin
Original Soy
Toffee Soy
Cocunut Soy
Cajun Soy

Bahlsen Cookies and Crackers
Animal Crackers
Hit Chocolate
Hit Vanilla
Dark Chocolate Leibniz
Milk Chocolate Leibniz
Deloba
First Class
Waffle Dark
Waffle Milk
Chocolate Pretzel
Gingerbread Assorted
Gingerbread Men
Star & Hazelnut

North Fork Chips
BBQ
Cheddar
Regular
Sour Cream
Sweet Potato

Pretzel Crisps
Buffalo
Original
Cheddar
Sesame
Everything
Onion

Popcorn
Cibo Popcorn
Thatchers Popcorn
Lesser Evil

Gum/Mint
Cibo Gums
Cibo Mints
Cibo Mints

Chris' Cookies
Chocolate Chunk Cookie
Peanut Butter Milk Choc Cookie
Oatmeal Raisin Cookie
Double Chocolate Cookie
White Choc Macadamia Cookie
Black & White Cookie
Coconut Macaroons
Choc Dipped Coco Macaroons
Black & White 4 pack Cookies
Chocolate Chunk Cookie 4 pack
Peanut Butter Choc Cookie 4 pack
Oatmeal Raisin Cookie 4 pack
White Choc Mac Cookie 4 pack
Macaroons petite bag - 2/bag
Choc Dipped Maca - 2/bag
Black & White Cookies - 2/bag

Chris' Cookies
Choc Chip Biscotti - 2/bag
Choc Dipped Biscotti - 2/bag
Cherry Almond Biscotti - 2/bag
Rice Crispy Treat – mini
Choc Rice Crispy Treat – mini
Rice Crispy Treat – large
Choc Rice Crispy Treat – large
Oreo Cookie Bar
Peanut Butter Bar
Raspberry Blondie
Classic Fudge Brownie
Coconut Magic Bar

Walker's Cookies
Chocolate Chip
Highland Rounds

Midel Cookies
Ginger Cookies
Lemon Cookies

Protein Bakery
Blondie with Chocolate Chips
Peanut Butter Blondie
Black & White Brownie
Peanut Butter Brownie
Choc Chocolate Chip Cookies
Coconut Chocolate Chip Cookies
Cranberry Oatmeal Cookies
Blueberry, Cran, White Choc
Peanut Butter Cookies
Choc Chip Peanut Butter Cookies
Large Choc Cherry Cookie

Gourmet M&Ms
Dark Blue
Light Blue
Pink
Purple
Red
Yellow

Theo Chocolates
Ghana
Ivory Coast
Madagascar
Venezuela

Toblerone Chocolates
Dark, small , large
Milk, small , large
Fruit, large

3400 Phinney Chocolate Bars
Bread and Chocolate
Chai Tea
Coconut
Coffee
Fennel Almond
Hazelnut
Nib Brittle
Vanilla Chocolate

Newman's Own Chocolate Bars
Sweet Dark
Orange
Toffee Crunch
Milk
Espresso
Dark Choc Pep Cups
Dark Choc Cups
Milk Choc Caramel Cups
Peanut Butter Cups

Moonstruck Chocolates
Moon Chile
Moon Dark Chocolate
Moon Dark Espresso Bean
Moon Ivory
Moon Mayan Bar
Moon Milk Chocolate

CIBO Signature Chocolates
Cibo Choc Almond Sq
Cibo Choc Dark Sq
Cibo Choc Milk Sq
Cibo Choc Almond Bar
Cibo Chocolate Dark
Cibo Chocolate Milk

Ferrera Chocolates
Torrone
Almond
Chocolate
Pistachio

Jocalot Organic Chocolate Bars Chocolate Bar
Chocolate Cherry Bar
Chocolate Coffee
Chocolate Hazelnut
Chocolate Mint
Chocolate Orange

Lake Champlain Chocolates
5 Star Caramel
5 Star Fruit
5 Star Hazelnut
5 Star Peanut
Caramel
Almonds
Coffee Truffle
Dark Chocolate
Hazelnut Praline
Milk Chocolate
Peppermint
Raspberry Truffle
Rum Caramel
Triple Nut

Guylian Chocolates
Belgian Dip
Belgian
No Sugar

Dagoba Kosher Chocolates
Chai
Dark
Rich Dark
X-Chocolate

Ghiradelli Chocolates
Square Dark
Square Dark Caramel
Square Milk Caramel
Square Mint
Caramel
Chocolate
Citrus
Dark
Dark & Caramel
Dark Chocolate
Dark Choc Blueberry
Dark Cocoa
Dark Raspberry
Espresso
Intense
Midnight
Milk
Milk Chocolate
Milk Choc Blueberry
Mint Bliss
Mint Filling
Toffee
Twilight Dark
Ghirardelli Bag

Vosges Chocolates
Barcelona
Black Pearl
Chilies
Chocolate Creo
Chocolate Mach
Chocolate Bacon
Chocolate Giand
Chocolate Osaca
Chocolate Pearl
Macha
Naga Bar
Red Fire
Chocolate Goji

Sweet Riot Chocolates
Bar 65
Bar 70
Flavor

Lindt Chocolates
Orange. Pink. Black
Blue . Brown . Gold
Green. Red
White Choc
70% Cocoa
Dark Noir
Milk Xtra
White Chocolate
White Coconut
Chili Dark
Cherry Chili
Pure Chocolate

Scharffen Berger Chocolates
Bittersweet
Rich Milk
Semisweet
Almond
Biscotti
Caramel

Perugina Chocolates
Baci
Cherry
Bittersweet
Cappuccino
Caramel
Chocolate Almond
Dark Chocolate
Dark-Almond
Milk
Raspberry
White Chocolate

Assorted Candies and Chocolates
Doscher Banana
Doscher Strawberry
Doscher Vanilla
Jelly Ring
Ferrero Coconut
Ferrero Rocher
Ferrero Rondnoir
Halv Original
Halvah Bar, large

CIBO EXPRESS GOURMET MARKETS

Gourmet Chocolate Tubs
Dark Chocolate Almond Clusters
Milk Chocolate Almond Clusters
Dark Chocolate Cashew Clusters
Milk Chocolate Cashew Clusters
Dark Chocolate Hazelnut Clusters
Milk Chocolate Hazelnut Clusters
Dark Chocolate Peanut Clusters
Milk Chocolate Peanut Clusters
Dark Chocolate Pecan Clusters
Milk Chocolate Pecan Clusters
Dark Chocolate Almond Clusters
Milk Chocolate Almond Clusters
Dark Chocolate Cashew Toffee
Milk Chocolate Cashew Toffee
Dark Chocolate Pistachio Toffee
Milk Chocolate Pistachio Toffee
Dark Chocolate Grahams
Milk Chocolate Grahams
Dark Chocolate Pretzels
Milk Chocolate Pretzels

Valor Chocolates
70% Chocolate-Milk
70% Forest
70% Orange
70% Pear
70% Toffee
Chocolate Almond
Dark Chocolate
Milk Chocolate
70% Sugar Free
Dark Large
Milk Large

Olde Time Candy
Mallo Cup
Charms
Razzles Candy
Fun Dip
SKY BAR
Bit-O-Honey
Sugar Babies
Clark Bar
Zagnut Bar
Charleston Chocolate
Charleston Strawberry
Charleston Vanilla
Abba Zaba Bar
Big Hunk Bar
Choc Chunk Big Hunk
Chuckles
Dots Fruit
Tootsie Pop Drops
Wonka Bar
Candy Necklace
Chick O Stick
Pixi Stiix
Red Hots

CIBO Nuts, Chocolates and Dried Fruit
Cajun Mix
Candy Corn
Chocolate Raisins
Double Dip Peanuts
Gummy Bears
Healthy Mix
Jelly Belly
Mountain Mix
Oriental Party Mix
Peanuts Roaste Salted
Raisin Nut Mix
Red Hots
Runtz
Skittles
Snack Mix
Sour Patch
Trail Mix
Virginia Peanuts
Chocolate n' Nuts
Cashew Imperial
Honey Cashews
Mixed Nuts
Salted Pistachios
Swedish Fish
Unsalted Cashews
Chocolate Pretzels
Fruit Slices
Yogurt Pretzels
Tropical Delight
Berri Nutti-Antioxidant
Cranberry Almond
Goji Blend
Almond Berry Choc
Chocolate Almonds
Chocolate Hazelnuts

Organic Nuts
Almond Dark Chocolate
Turkish Apricots
Organic Cashews
Mango Slices
Pecan Halve
No Salt Pistachios
Pumpkin Seeds
Raisins Dark Chocolate
Soy Beans Salted
Organic Trail Mix
Walnut Pieces
Raw Almonds

Darrel Lea Licorice
Apple
Original
Strawberry
Natural

Kenny's Licorice
Blue Raspberry
Cherry
Green Apple
Peach

Welch's Fruit Snacks
Grape
Grape Berry
Mixed Fruit
Strawberry
White Grape

Gourmet Mints
Chowards Violet
Jila Mint
Rendez Vous Fruit
Rendez Vous Lemon
Rendez Vous Tropical
Rendez Vous Berry
Rendez Vous Cherry
Vermints
Vermints Café
Vermints Chai
Vermints Cinnamon
Vermints Ginger
Vermints Peppermint

Baby Food
Baby Mum Original
Baby Mum Veggie

Beef Jerky
Original
Smokey
Teriyaki

Downey Cakes
Whiskey Cake
Amaretto Cake
Martini Cake
Vodka Cake

Energy Drinks
Amp Energy
Amp Energy Focus
Hanks Infusion
Red Bull
Red Bull Su/Free
Rockstar-Energy
Rockstar-Juiced
Rockstar-No Carb
Rockstar-Original
Rockstar-Pomgranate
Rockstar-Punch
Rockstar-SugarFree
Shobe Energy
Steaz Berry Energy
Steaz Orange Energy
Vitamin Energy Fruit
Vitamin Dragon Fruit

Langers Juices (16 oz.)
Orange
Mango
Cranberry
Apple

Apple and Eve Juices
Apple Juice
Cranberry Juice
Lemonade
Orange Juice
Orange Mango
Pineapple
RR Grape

CIBO EXPRESS GOURMET MARKETS

CIBO Beverages
Lemonade
Orange Juice

Naked Juice
Berry Blast
Black Blue
Blue Machine
Green Machine
Mighty Mango
Strawberry K

Milk
1%
2%
Chocolate
Strawberry

Mystic Teas
Strawberry
Mango
Cherry
Punch
Sparkling Cherry
Sparkling Raspberry
Kiwi
Watermelon

New Leaf Teas
Diet Lemon
Diet Peach
Ginseng
Lime
Mango
Melon
Peach
Strawberry

Snapple Teas and Juices
Apple
Diet Lemon
Diet Peach
Kiwi
Lemon
Peach
Raspberry
Green Tea
Mango

Tazo Teas
Berry
Black
Lemonade
Mango

Steaz Teas
Sparkling Cherry
Original
Sparkling Raspberry
Black Tea
Green Tea
White Tea

Honest Teas
Honey Green Tea
Pomegranate White
Peach White Tea
Lemon Black Tea
Mango Green Tea

Honest Kids Drinks
Berry
Grape
Tropical

Vitamin Water
10 Calorie Energy
10 Calorie Essential
10 Calorie Mulit-V
10 Calorie XXX
Formula 50
Energy
Essential
Focus
Multi-V
Pomegranate
Revive
XXX

Gatorade
Cool Breeze
Fruit Punch
Orange
Frost
Lemon Lime

CIBO EXPRESS GOURMET MARKETS

Soft Drinks
Diet Pepsi
Pepsi
Mountain Dew
Diet Mountain Dew
Lemon
Diet Lemon
Sierra Mist
Sierra Mist Free
Dr Pepper
Diet Dr Pepper
Wild Cherry Pepsi

Hanks Bottled Soda
Diet Root Beer
Black Cherry
Cream Soda
Orange Cream
Vanilla

Bottled Water
Nestle Pure Life
Pierrier
Fiji large
Fiji small
Iceland Spring
Pellegrino
Panna
Smart Water, large
Smart Water, small
SPA Water
Voss
Cibo Water

Taste of bean™

Espresso: $2.5

Decaf El Salvador Los Inmortales: El Borbollon - Intelligentsia Coffee, Chicago, IL

Big Truck Blend: El Salvador Santa Adelaida and Ethiopia Amaro Gayo - Olympia Coffee Roasters, Olympia, WA

El Salvador Finca Malacara - Ecco Caffe, Santa Rosa, CA

Macchiato 3.5oz	$3
Con Panna 3.5oz	$3
Cappuccino 6oz	$3
Latte 8oz / 12oz / 16oz	$3 / 3.5 / 4
Mocha 8oz / 12oz / 16oz	$3.5 / 4 / 4.5
Americano 8oz / 12oz / 16oz	$3

Brewed for Self Service: 8oz/12oz/16oz

Honduras, Marcala, Finca El Puente - Counter Culture Coffee, Durham, NC	$2.5 / 3 / 3.5
Sumatra Gayo River - Caffe Vita, Seattle, WA	$2.5 / 3 / 3.5
Decaf El Salvador Los Inmortales: El Borbollon - Intelligentsia Coffee, Chicago, IL	$2.5 / 3 / 3.5

Teas (all from Rishi) 12oz (all at $3.00)

Earl Grey, Yunnan, China
China Breakfast, Keemun / Yunnan, China
Dragon Well, Anhui, China
Iron Goddess of Mercy, Nantou, Taiwan
Golden Chamomile Blossoms, Egypt
Peppermint, Washington, USA
Tangerine Ginger Blend

Pour Over: Sizes 8oz/12oz/16oz

Sumatra Gayo River - Caffe Vita, Seattle, WA	$2.5 / 3 / 3.5
Honduras, Marcala, Finca El Puente - Counter Culture Coffee, Durham, NC	$2.5 / 3 / 3.5
El Salvador Finca Malacara - Ecco Caffe, Santa Rosa, CA	$3 / 3.5 / 4
Kenya Thiriku - Intelligentsia Coffee, Chicago, IL	$4.5 / 5 / 5.5
Decaf El Salvador Los Inmortales: El Borbollon - Intelligentsia Coffee, Chicago, IL	$3 / 3.5 / 4

Iced Tea (12oz/16oz) $4 / 4.5
Chai Concentrate: Masala Chai (12oz) $3.5
Hot Chocolate (8oz/12oz/16oz) $3 / 3.5 / 4

ADDITIONAL

Flavor Shots $.50
Soy, Rice Milk or Breve $.50

CIBO EXPRESS GOURMET MARKETS

Cereals
Apple Jacks
Cheerios
Cinnamon Toast
Cocoa Puffs
Corn Pops
Frosted Flakes
Fruit Loops
Honey Nut Cheerios
Lucky Charms
Total Raisin Bran
Rice Krispies

Kashi Organic Cereals
Heart to Heart Honey Toasted
Go Lean Crunch
Go Lean Original
Oat Flakes & Wild Berry

Breakfast Burritos
Bacon and Cheese Burrito
Ham and Cheese Burrito
Bacon Burrito
Denver Burrito
Ham Burrito

Sandwiches
Egg Kosher
Chicken Quesadilla
Turkey Club
Apple Pecan Chicken Salad
Chicken on Tomato Basil
Grilled Pesto
Smkd. Brie,Granny Smith Apples
Smkd. Turkey on White
Tuna on Whole Grain
Tuscan Chicken
Chicken Salad
Grilled Chicken
Grilled Portobello
Honey Smoked Turkey
Turkey and Swiss
Prosciutto and Mozzarella
Roast Beef
Ham and Brie
Italian
Italian Panini
Cuban
Petite Corn/Turkey

Wraps
Buffalo Chicken
Chicken Caesar
New Yorker
Wasabi Chicken
Buffalo Chicken
Cajun Chicken
Chicken Fajita
Chicken Caesar
Ham and Swiss
Italian
Mozzarella and Tomato
Roast Beef
Turkey and Cheese
Avocado

Mini Sandwiches Combo
Corned Beef and Cabbage
Smoked Turkey and Turkey Bacon
Tuscan Italian
Buffalo Chicken
Ham & Swiss
Blackened Chicken Caesar

Mini Bites
Turkey
Caesar
Ham and Swiss
Mozzarella and Tomato
Mozzarella
Tuna
Veggies

Salads
Antipasto
Baby Spinach
Caesar
California
Chef
Chicken Caesar
Chicken Salad/Apples
Chicken Salad/Raisins
Cobb
Ginger Chicken
Greek Chicken
Grilled Veggies
Mixed Green with Tuna
Mixed Greens
Spinach Noodle
Tuscan Chicken

Sides & Side Pastas
Asian Shrimp Slaw
Farfalla Pasta
Fruit and Cheese Crudités
Ravioli
Tortellini Pesto
Cavatelli Pasta
Ravioli
Tortellini Pesto
Fresh Fruit

Boars Head Packaged Items
Boar's Head Cheddar Cheese
Boar's Head Gouda Cheese
Boar's Head Genoa Cheese
Boar's Head Jack Cheese
Boar's Head Muenster Cheese
Boar's Head Salami
Boar's Head Jack Cheese
Boar's Head Pepperoni
Boar's Head Swiss Cheese
Boar's Head Genoa Provolone
Boar's Head Sorpressata Provolone

Lunchables
Ham and Swiss
Nacho
Turkey

St. Dal Gourmet Meals
3 Bean
Couscous
Pasta/Veggie
Salmon
Tuna

Sabra Hummus
Red Pepper
Roasted Garlic
Salsa
Zesty
Pretzel Crisps

Del Monte Fruits and Vegetables
Pineapple Chunks
Cantaloupe Chunks
Honeydew Chunks
Red Seedless Grapes
Watermelon Chunks
Veggie Snack with Dip
Apples and Dip
Apples and Cheese
Berry Blend
Veggie Bowl with Dip
Tropical Blend with Dip
Mixed Fruit Bowl

Mann's Vegetables
Celery Carrots, Raisin
Celery, Carrots, Snow Peas
Celery, Carrots, Tomatoes

Fresh Fruit
Apple-Granny Smith
Orange
Apple-Red Delicious
Banana

CIBO EXPRESS GOURMET MARKETS

Yogurt
Dannon Blueberry
Dannon Light
Dannon Low Fat
Dannon Peach
Smoothie
Stoneyfield Strawberry
Stonyfield Blueberry
Swiss Premium Blueberry
Swiss Premium Plain
Swiss Premium Raspberry
Yogurt Grapefruit

Large / Specialty Yogurt
Yogurt Granola
Yogurt Blueberry
Yogurt Strawberry
Yogurt Tropical
Yogurt Vanilla Blueberry
Yogurt Vanilla Granola
Yogurt Vanilla Strawberry

Bear Naked Granola
Bear Naked Fruit & Nut
Bear Naked Apple Cinnamon
Bear Naked Banana Nut
Bear Naked Peak Protein

Be Natural Bars
Sesame Nut
Almond
Almond & Apricot
Date & Walnuts
Fruit & Nut
Macadamia
Nut Delight

Larabar Organic Bars
Apple Pie Bar
Banana Bread Bar
Cashew Cookie Bar
Cherry Pie
Chocolate Coconut Chew
Cinnamon Roll
Cocoa Mole
Coconut Cream Pie
Ginger Snap
Key Lime Pie Bar
Lemon Bar
Peanut Butter Cookie
Pecan Pie
Pistachio Bar

Odwalla Bars
Chocolate Chip Peanut Bar
Carrot Raisin Bar
Peanut Crunch Bar
Chocolate Bar
Cranberry C Monster Bar
Super Protein Bar
Superfood Bar
Pomegranate Bar

Think Bars
Apricot
Cashew
Cherry Nut

Detour Bars
Original
Low Sugar
S'mores
Peanut Butter Chocolate
White Chocolate
Peanut Butter and Jelly

Moose Munch Bars
Moose - Milk Bar
Moose Dark Chocolate

EXHIBIT B-4

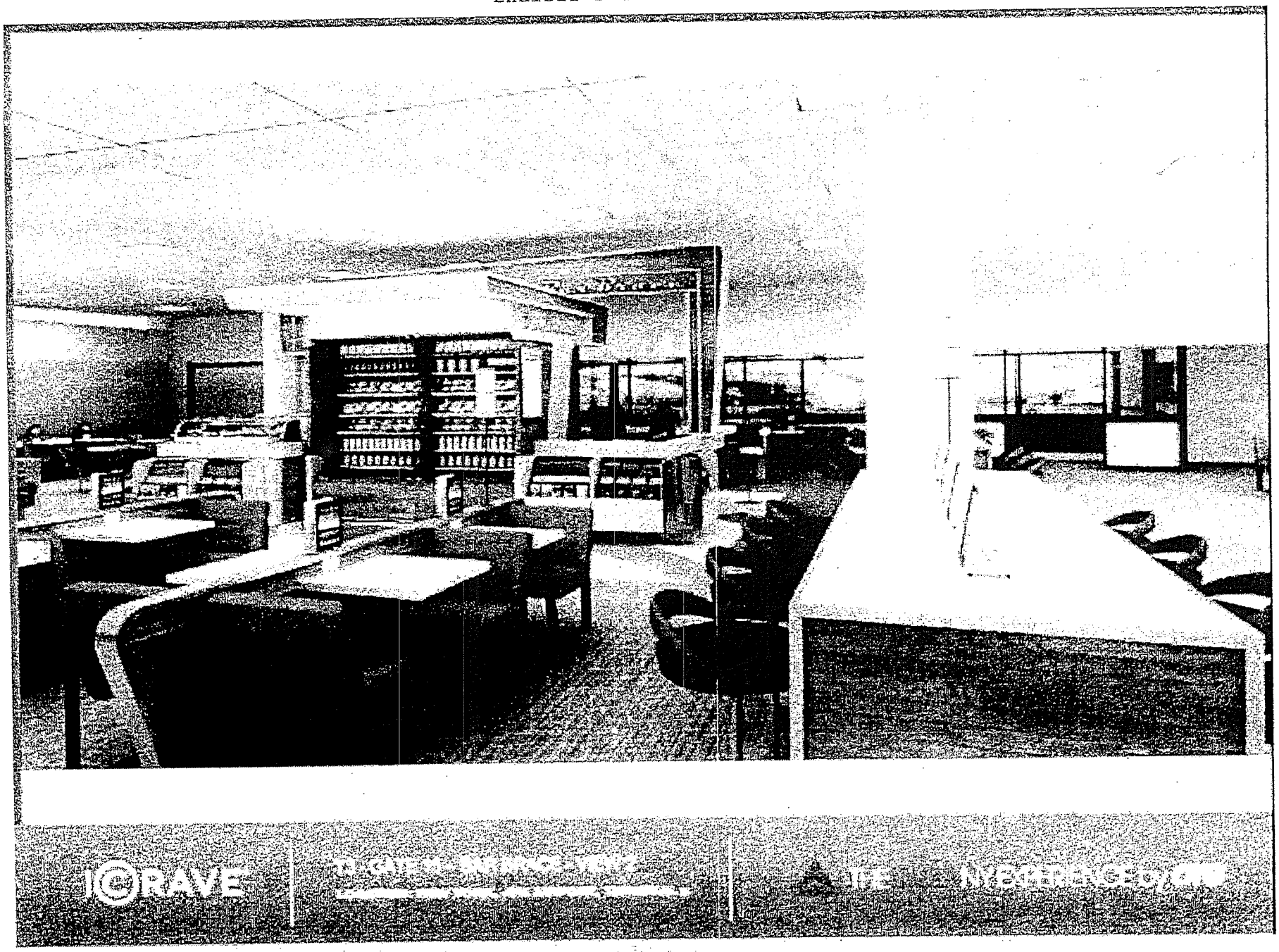
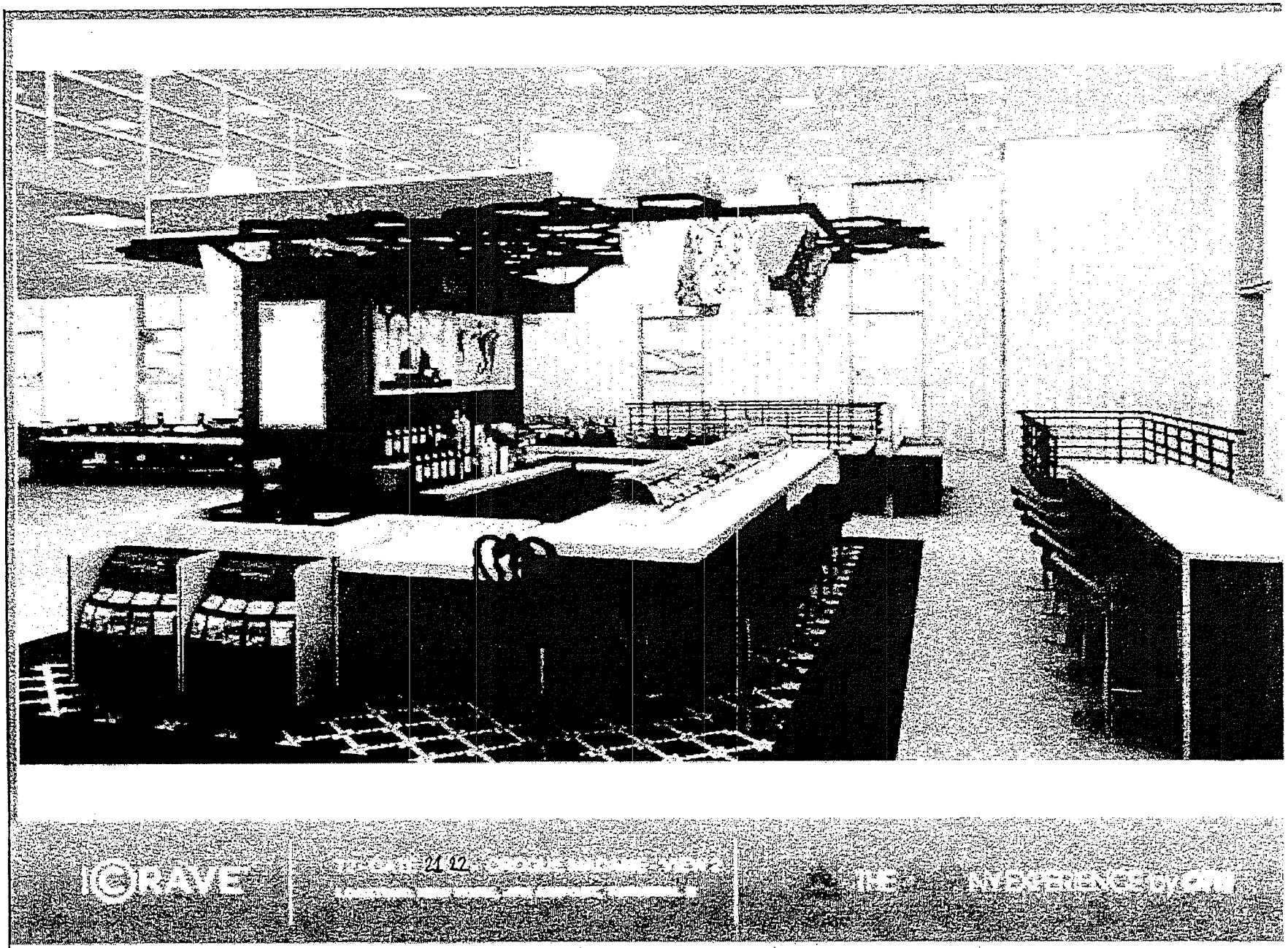


EXHIBIT B-5



SCHEDULE G

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

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

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

Qualification as an ACDBE

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

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

part 23 is $750,000.

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

a. Women;

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

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

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

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

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

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

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

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

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

General

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

For the Port Authority

Initialed:

For the Permittee

For the Airline

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

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

FOR THE COMPANY:
OTG MANAGEMENT JFK, LLC.

BY:_____

DATE:_____

FOR THE UNION:
[Insert Name of Labor Organization]

BY:_____

DATE:_____

Initialed:

_____
For the Port Authority

OTG/CJR
_____
For the Permitee

_____
For the Airline