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Michael W. Bootler
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April 10, 2013

VIA FACSIMILE (212-435-7555) AND U.S. MAIL

Mr. Daniel Duffy
FOI Administrator
The Port Authority of New York & New Jersey
225 Park Avenue South, Seventeenth Floor
New York, New York 10003

Re: Freedom of Information Reference No. 13742

Dear Mr. Duffy:

On March 13, 2013, you provided numerous documents in response to the above-referenced request, and I thank you for the same. As explained in my March 22 correspondence, I am still seeking additional materials responsive to that request.

In particular, we are still seeking the following:

- any contract or agreement between Westfield Concession Management and United Airlines that relates to Newark Liberty International Airport ("EWR"), or
- any contract or agreement between Westfield Concession Management and/or United Airlines and PANYNJ related to EWR. At a minimum, we would like to see any permits or consent documents related to any such agreement.

We did receive a Privilege Permit that was related to JFK International Airport. However, we are seeking those Privilege Permits as they relate to documents at EWR.

If any documents responsive to this request exist but are withheld or deemed privileged by PANYNJ, please identify those documents and the privilege that is being asserted.

If you have any questions regarding the foregoing requests, please do not hesitate to contact me. Thank you for your assistance with this request.

Sincerely,

Michael W. Bootler

MWB/cm

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

May 3, 2013

Mr. Michael Bootier
Buchanan Ingersoll & Rooney PC
Two Liberty Place
50 S. 16th Street Suite 3200
Philadelphia, PA 191022555

Re: Freedom of Information Reference No. 13927

Dear Mr. Bootier:

This is a response to your April 10, 2013 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code"), for contracts or agreements between Westfield Concession Management, United Airlines and the Port Authority related to Newark Liberty International Airport.

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/13927-LPA.pdf.

Certain material responsive to the 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

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

:For Port Authority Use Only:
:
: ANB-019 :

VIATION DEPT THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
One World Trade Center
New York, New York 10048

PRIVILEGE PERMIT

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

1. **FACILITY: NEWARK INTERNATIONAL AIRPORT**

2. **PERMITTEE:** **WESTFIELD CONCESSION MANAGEMENT, INC., a Delaware corporation**

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

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

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

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

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

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

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

Dated: As of October 1, 1998

APPROVED:
FORM | TERMS

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By _____
(Title) ASSISTANT DIRECTOR

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

By: _____

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

WESTFIELD CONCESSION MANAGEMENT, INC.
Permittee

By _____
(Title) President
RICHARD E. GREEN

TERMS AND CONDITIONS

1. The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition hereof, it may be revoked at any time by the Port Authority, with or without cause, and with or without prior notice. Unless sooner revoked, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

2. The rights granted hereby shall be exercised

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

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

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

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

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

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

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

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

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility beyond a reasonable loading or discharging time, except in regular parking areas and upon payment of the regular charges therefor.

6. The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any of the operations, acts or omissions of the Permittee hereunder; this indemnity shall extend to and include the contractual obligation of indemnity, if any, undertaken by the Port Authority in favor of the lessor, if any, of the Facility.

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

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration of the permission hereby granted. In the event of revocation, the Permittee shall have two days, exclusive of Saturdays, Sundays and legal holidays (as determined by the laws of the State of New Jersey or of the State of New York, as the case may require), after the effective date of revocation, in which to remove such property.

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

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

10. The Port Authority shall have the right at any time and as often as it may consider it necessary to inspect the Permittee's machines and other equipment, any services being rendered, any merchandise being sold or held for sale by the Permittee, and any activities or operations of the Permittee hereunder. Upon request of the Port Authority, the Permittee shall operate or demonstrate any machines or equipment owned by or in the possession of the Permittee on the Facility or to be placed or brought on the

Facility, and shall demonstrate any process or other activity being carried on by the Permittee hereunder. Upon notification by the Port Authority of any deficiency in any machine or piece of equipment, the Permittee shall immediately make good the deficiency or withdraw the machine or piece of equipment from service, and provide a satisfactory substitute.

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

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

13. As used herein:

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

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

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

the address that the Permittee may have most recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail addressed to the Executive Director of the Port Authority at One World Trade Center, New York, New York 10048, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

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

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

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

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

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

STANDARD ENDORSEMENT NO. 3.1

ACCOMMODATION OF THE PUBLIC

All Facilities

8/21/49

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

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

ENDORSEMENT NO. 6.1

All Installations

3/28/49

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

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

The Permittee shall

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

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

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

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

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

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

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

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

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

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

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

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

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

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

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

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

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

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

STANDARD ENDORSEMENT NO. 16.1

RULES & REGULATIONS COMPLIANCE

Airports

6/29/62

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

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

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

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

STANDARD ENDORSEMENT NO. 17.1

LAW COMPLIANCE

All Facilities

8/29/49

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

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

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

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

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

SCHEDULE

Policy	Minimum Limit
(a) Comprehensive general liability insurance (to include contractual liability endorsement).	
(1) Bodily-injury liability:	
For injury or wrongful death to one person:	$2,000,000.00
For injury or wrongful death to more than one person from any one occurrence:	$2,000,000.00
(2) Property-damage liability:	
For all damages arising out of injury to or destruction of property in any one occurrence:	$2,000,000.00
(3) Products liability:	$ N/A
(b) Automobile liability insurance.	
(1) Bodily-injury liability:	
For injury or wrongful death to one person:	$25,000,000.00
For injury or wrongful death to more than one person from any one occurrence:	$25,000,000.00
(2) Property-damage liability:	
For all damages arising out of injury to or destruction of property in any one occurrence:	$25,000,000.00
(c) Plate and mirror glass insurance, covering all plate and mirror glass in the Space, and the lettering, signs, or decorations, if any, on such plate and mirror glass:	$ N/A
(d) Boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Permittee in the Space:	$ N/A
(e) "Additional Interest" policy of boiler and machinery insurance, covering all boilers, pressure-vessels and machines operated by the Permittee in the Space:	$ N/A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STANDARD ENDORSEMENT NO. 22
PROHIBITED ACTS
Airports
7/13/49

(a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deposit with the Port Authority (and shall keep deposited throughout the effective period of the permission under this Permit) the sum of Five Hundred Thousand Dollars and No Cents ($500,000.00)

either in cash, or bonds of the United States of America, or of the State of New Jersey, or of the State of New York, or of The Port Authority of New York and New Jersey, having a market value of that amount, as security for the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit on its part to be fulfilled, kept, performed or observed. Bonds qualifying for deposit hereunder shall be in bearer form but if bonds of that issue were offered only in registered form, then the Permittee may deposit such bonds or bonds in registered form, provided, however, that the Port Authority shall be under no obligation to accept such deposit of a bond in registered form unless such bond has been re-registered in the name of the Port Authority (the expense of such re-registration to be borne by the Permittee) in a manner satisfactory to the Port Authority. The Permittee may request the Port Authority to accept a registered bond in the Permittee's name and if acceptable to the Port Authority the Permittee shall deposit such bond together with an irrevocable bond power (and such other instruments or other documents as the Port Authority may require) in form and substance satisfactory to the Port Authority. In the event the deposit is returned to the Permittee any expenses incurred by the Port Authority in re-registering a bond to the name of the Permittee shall be borne by the Permittee. In addition to any and all other remedies available to it, the Port Authority shall have the right, at its option, at any time and from time to time, with or without notice, to use the deposit or any part thereof in whole or partial satisfaction of any of its claims or demands against the Permittee. There shall be no obligation on the Port Authority to exercise such right and neither the existence of such right nor the holding of the deposit itself shall cure any default or breach of this Agreement on the part of the Permittee. With respect to any bonds deposited by the Permittee, the Port Authority shall have the right, in order to satisfy any of its claims or demands against the Permittee, to sell the same in whole or in part, at any time, and from time to time, with or without prior notice at public or private sale, all as determined by the Port Authority, together with the right to purchase the same at such sale free of

all claims, equities or rights of redemption of the Permittee. The Permittee hereby waives all right to participate therein and all right to prior notice or demand of the amount or amounts of the claims or demands of the Port Authority against the Permittee. The proceeds of every such sale shall be applied by the Port Authority first to the costs and expenses of the sale (including but not limited to advertising or commission expenses) and then to the amounts due the Port Authority from the Permittee. Any balance remaining shall be retained in cash toward bringing the deposit to the sum specified above. In the event that the Port Authority shall at any time or times so use the deposit, or any part thereof, or if bonds shall have been deposited and the market value thereof shall have declined below the above-mentioned amount, the Permittee shall, on demand of the Port Authority and within two (2) days thereafter, deposit with the Port Authority additional cash or bonds so as to maintain the deposit at all times to the full amount above stated, and such additional deposits shall be subject to all the conditions of this Standard Endorsement. After the expiration or earlier revocation or termination of the effective period of the permission under this Permit, and upon condition that the Permittee shall then be in no wise in default under any part of this Permit, and upon written request therefor by the Permittee, the Port Authority will return the deposit to the Permittee less the amount of any and all unpaid claims and demands (including estimated damages) of the Port Authority by reason of any default or breach by the Permittee of this Permit or any part thereof. The Permittee agrees that it will not assign or encumber the deposit. The Permittee may collect or receive any interest or income earned on bonds and interest paid on cash deposited in interest-bearing bank accounts, less any part thereof or amount which the Port Authority is or may hereafter be entitled or authorized by law to retain or to charge in connection therewith, whether as or in lieu of an administrative expense, or custodial charge, or otherwise; provided, however, that the Port Authority shall not be obligated by this provision to place or to keep cash deposited hereunder in interest-bearing bank accounts.

(c) The Permittee may at any time during the effective period of the permission under this Permit offer to deliver to the Port Authority, as security for all obligations of the Permittee under this Permit, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District, in favor of the Port Authority in the amount of Five Hundred Thousand Dollars and No Cents ($500,000.00)
The form and terms of such letter of credit, as well as the institution issuing it, shall be subject to the prior and continuing approval of the Port Authority. Such letter of credit shall provide that it shall continue throughout the effective period of the permission under this Permit and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent satisfactory letter. Upon notice of cancellation of a letter of credit the Permittee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by security in accordance with paragraph (a) of this Standard Endorsement or another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security under paragraph (a) of this Standard Endorsement. Failure to provide such a letter of credit at any time during the effective period of the permission under this Permit, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Permit on the part of the Permittee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Permittee made thereafter, the Port Authority will return the security deposit, if any, theretofore made under and in accordance with the provisions of paragraph (a) of this Standard Endorsement. The Permittee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Permit and fulfillment of the obligations of the Permittee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Permittee on demand of the Port Authority and within two (2) days thereafter, shall bring the letter of credit back up to its full amount.

SPECIAL ENDORSEMENTS

1. Grant of Privilege. (a) By agreement of lease dated as of January 11, 1985 bearing Port Authority file No. ANA-170 (said agreement of lease, as heretofore amended and extended, being hereinafter called the "Airline Lease") the Port Authority leased to People Express Airlines, Inc. certain premises in the passenger terminal building designated "Passenger Terminal Building C" at Newark International Airport for the construction therein by the airline of passenger terminal facilities (which facilities are hereinafter referred to as the "Terminal"), as set forth in Section 5 of the Airline Lease. The Airline Lease was assigned by People Express Airlines, Inc. to Continental Airlines, Inc. (hereinafter called the "Airline") pursuant to an Assignment of Lease with Assumption and Consent Agreement entered into among the Port Authority, the Airline and People Express Airlines, Inc., and dated August 15, 1987. It was contemplated under the Airline Lease that certain food and beverage, newsstand, gift shop and other consumer service facilities would be operated in certain portions of the Terminal pursuant to agreements covering the operation of such consumer service facilities and it was stipulated in the Airline Lease that Port Authority consent to the arrangements covering the operation of such consumer service facilities would be required. Accordingly, in accordance with the applicable provisions of the Airline Lease, the Airline and the Permittee have entered into an agreement, made as of November 1, 1997 (which agreement is hereinafter called the "Management Agreement"), in the form of a contract to develop, sublease on behalf of and in the name of the Airline, manage and market concession spaces at the Airport Terminal under which the Permittee agreed to develop, lease, manage and market certain concession facilities in the Terminal, including management of other facilities in the Terminal operated by or through CA-One Services, Inc. ("CA One") and including movable carts known as retail merchandising units ("RMU"s). By its terms, the Management Agreement is subject and subordinate to the Airline Lease and the Permittee is obligated under the Management Agreement to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. It was stipulated in the Airline Lease and in the Management Agreement that the Permittee would also enter into this Permit with the Port Authority covering such services. The Port Authority hereby acknowledges that subject to the provisions of subparagraph (h) of this Special Endorsement it consents to the Management Agreement as of October 1, 1998.

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

(c) The Permittee shall exercise the privilege herein granted only in such space and facilities as the Airline shall designate from time to time and the Permittee hereby agrees to exercise such privilege subject to all the terms and conditions of this Permit. The Permittee

acknowledges that the Port Authority has made no representation or warranty as to the location, size, adequacy or suitability of any of such space or the facilities in the Terminal. Each location so designated under the Management Agreement is sometimes hereinafter referred to as a "concession area" and all of the concession areas are hereinafter collectively referred to as "the Space". The Permittee acknowledges and agrees that it has not relied on any representations or statement of the Port Authority, its Commissioners, officers, employees or agents as to the condition or the suitability of the Space for the conduct of the Permittee's operations contemplated hereunder.

(d) It is understood that neither the Permittee nor any affiliate of the Permittee shall conduct or have any interest whatsoever in any entity conducting a retail operation in any concession area. For purposes of this Permit, the term "affiliate" shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Permittee. The term control (including the terms controlling, controlled by and under common control with) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

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

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

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

(h) In the event of conflicts and inconsistencies between the terms of the Management Agreement and the terms of this Permit, the terms of this Permit shall control. Nothing contained herein shall be or be deemed to affect the exercise by either the Permittee or the Airline of any right either may have pursuant to the terms of the Management Agreement to terminate the term of such agreement. No changes or amendments to the Management Agreement nor any renewals or extensions thereof shall be binding or effective upon the Port Authority unless such changes, amendments, renewals, or extensions have been approved in advance by the Port Authority in writing. The privilege granted hereunder is non-exclusive.

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

privileges granted hereunder shall in any event terminate and expire on the date of expiration or earlier termination of the Management Agreement or on the day preceding the expiration date of the Airline Lease, whichever shall be earlier, provided, however, that nothing contained in this subparagraph shall affect or impair the rights of revocation or termination reserved to the Airline and the Port Authority as contained elsewhere in this Permit.

2. Defined Terms; Fees.

(a) Terms used herein shall have the meanings set forth below. Terms defined in the singular shall be deemed to have the corresponding plural definition when appearing in the text in a plural form, and vice-versa.

(1) "Annual period" shall mean, as the context requires, the period commencing on the effective date of the permission granted under this Permit and expiring December 31, 1998, both dates inclusive, and each of the twelve month periods thereafter occurring during the effective period of the permission granted under this Permit commencing January 1, 1999 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation of the effective period of the permission granted under this Permit shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted under this Permit.

(2) "Monthly period" shall mean, as the context requires, the period commencing on the effective date of the permission granted under this Permit and expiring on the last day of the calendar month in which the effective date of the permission granted hereunder shall occur, and each calendar month or portion thereof thereafter occurring during the effective period of the permission granted hereunder.

(3) "Semi-annual period" shall mean, as the context requires, the period commencing on the effective date of the permission granted under this Permit and expiring December 31, 1998, both dates inclusive, the six month period commencing January 1, 1999, and each six month period thereafter occurring during each annual period occurring during the effective period of the permission granted under this Permit, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the semi-annual period in which the date of expiration or earlier termination or revocation of the effective period of the permission granted under this Permit shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted under this Permit.

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

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

SPECIAL ENDORSEMENTS

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

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

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

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

SPECIAL ENDORSEMENTS

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

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

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

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

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

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

Amount (as defined in Special Endorsement No. 4 herein) owed to the Port Authority out of any rentals and fees received from concession operators, and such set-aside for payment to the Port Authority shall be made prior to the Permittee reducing Gross Rent-Based Revenues for purposes of paying to or reimbursing itself for any (A) Permittee Fees, including but not limited to Permittee Fees earned between the Permittee Fee Commencement Date and the Effective Date of this Permit and (B)Approved Excess Maximum Contribution (as defined in Special Endorsement No. 15 herein) .

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

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

(c) The computation of rental and fees for each annual period, or a portion of an annual period as hereinafter provided, shall be individual to such annual period, or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. The time for making payment of fees and the method of calculation of fees shall be as set forth in subparagraph (f) of this Special Endorsement.

(d) Within ten (10) days of the close of each monthly period the Airline shall provide the Permittee and the Port Authority with a signed statement of the actual number of Enplaned Passengers for that monthly period. With respect to each annual period, the Airline's statement shall be certified by a responsible fiscal officer thereof and delivered to the Port Authority on or before the thirtieth (30th) day following the end of each annual period as set forth in Special Endorsement No. 4 of this Permit.

(e) For purposes of calculating percentage rentals payable by concession operators under each sublease during any annual period which is less than 365 days, any dollar limitation amounts used for purposes of determining applicable rates of percentage rentals payable under such subleases shall be subject to proration in accordance with the proportion such shortened annual period bears to a 365-day period, and the percentage rentals payable in accordance with the terms of each sublease shall then be recalculated on the basis of such prorated dollar limitation amounts and any additional amounts due hereunder on account of such recalculation shall promptly be made by the Permittee.

(f) The amounts payable to the Airline and the Port Authority hereunder by the Permittee shall be paid monthly on the 10th day of the first full month following the Effective Date and on the 10th day of each and every month thereafter for the preceding month including the month following the end of each annual period and the month following the expiration, termination or revocation of the permission granted hereunder. Such monthly payment shall relate to concession operators' guaranteed rent (or basic or minimum rent, i.e., non-percentage rent) for the monthly period in which Permittee's payment is made and any concession operators' percentage rent for the immediately preceding monthly period (together with any arrearages collected from concession operators through the 1st day of the then-current month). On the 30th day of the first full month following the Effective Date and on the 30th date of each and every month thereafter (except February when it shall be the last day of the month) including the month following the end of each annual period, and the month following the expiration, termination or revocation of the permission granted hereunder (and any succeeding month necessary to account for all percentage rent), the Permittee shall render to the Airline and the Port Authority statements signed by a responsible officer showing the Gross Receipts of each and every retail operator including, without limitation, Gross Receipts of RMU operators (it being acknowledged that, prior to correction or adjustment based on audits or other reviews or investigations, the same is based upon information received from such operators) arising from their operations in

the Terminal in the preceding month and specifying each component of Gross Rent-Based Revenues received from each of them (e.g., guaranteed rent (for the month covered by the statement), percentage rent (for the month preceding the month covered by the statement), additional rent, rent from RMU operators), and also showing the cumulative Gross Receipts for each and every operator, and from the operations in the Terminal as a whole, from the date of the commencement of the annual period for which the report is made through the last day of the preceding month and likewise specifying the cumulative amount of the various types of rental and fees applicable to all such operators. The Permittee's statements described herein shall also include true and accurate copies of each and every operator's monthly certified statements as required under Article VIII (F) of the Management Agreement, the amount of all fees retained by the Permittee as Permittee Fees with regard to the applicable month, the resulting Net Rent-Based Revenues, the amount representing reimbursement for any Approved Excess Maximum Contribution (as herein defined), and the amount paid to the Airline and the Port Authority for the Airline Share and the PA Share for such month.

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

4. Airline Annual Guaranteed Fee Amount.

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

(b) For each and every annual period, if and to the extent that the amount actually

received by the Port Authority from the Permittee arising out of all concession operations at the Terminal is less than the Airline Annual Guaranteed Fee Amount for such annual period, then the Airline shall pay the amount of the shortfall to the Port Authority on demand or, if no demand has yet been made, then on the 30th day following the last day of the annual period with respect to which such payment is due. Without limiting the generality of the provisions of this Permit, the parties acknowledge the continuing obligation of CA One to pay a minimum annual guarantee rental (hereinafter the "CA One Guaranty") which, during the period of this Permit, shall be paid to the Permittee for the benefit of the Airline and the Port Authority, and remitted to the Airline and the Port Authority in the percentages set forth in the agreement between CA One and the Port Authority identified as Port Authority Permit No. ANA-374, applicable to food-and-beverage and non-food-and-beverage operations. The computation of the Airline Annual Guaranteed Fee Amount for each annual period shall be individual to such annual period or such portion of an annual period, and without relation to any other annual period, or any other portion of any annual period. At the time payment is due, the Airline shall provide the Port Authority with a written report signed by a responsible officer showing (A) the Gross Rent-Based Revenues received from the commencement of the annual period for which the report is made through the last day of the preceding month (and, in addition, identifying separately such information for each concession operator, and for each component of Gross Rent-Based Revenues by type of rent), (B) the rentals and fees received from CA One from the commencement of the annual period for which the report is made through the last day of the preceding month as well as the amount due as the CA One Guaranty, (C) the amount of the Airline Share and PA Share remitted through said date, (D) the calculation of the Airline Annual Guaranteed Fee Amount, (E) the calculation of the shortfall described herein and (F) the amount thereby due by the Airline. The Airline's obligation to pay an Airline Annual Guaranteed Fee Amount shall survive any revocation or early termination of this Permit with the Permittee.

(c) Upon any termination or revocation of the period of the permission granted hereunder (even if stated to have the same effect as expiration), the Airline shall render to the Permittee and the Port Authority a certified statement setting forth the actual number of Enplaned Passengers boarding at the Terminal for the annual period in which the effective date of termination or revocation falls, and within ten (10) days after such statement is due shall remit to the Port Authority any amount due by reason of the Airline Annual Guaranteed Fee Amount through the effective date of termination or revocation.

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

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

(e) Prior to the first day of the first semi-annual period and prior to the first day of each semi-annual period thereafter occurring during the effective period of the permission granted under this Permit, the Airline shall simultaneously provide the Permittee and the Port Authority, respectively, with a statement, certified to by a responsible officer of the Airline, of the estimated number of Enplaned Passengers for each month in the annual period for which the statement is submitted and, for purposes of applying such estimates, estimates shall not be less than the actual number of Enplaned Passengers boarding at the Terminal during the comparable time period during the immediately preceding annual period then ended. In addition to the foregoing, the Airline shall simultaneously provide to the Port Authority and the Permittee within ten (10) days of the close of each monthly period during the term of this Permit a statement of the Enplaned Passengers boarding at the Terminal for the preceding calendar month.

5. Permittee's Security Deposit.

(a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deposit with the Port Authority (and shall keep deposited throughout the effective period of the permission under this Permit) the sum set forth in Standard Endorsement No. 23.1 to this Permit, or a clean irrevocable letter of credit for such sum as set forth in paragraph (b) of said Standard Endorsement, all in accordance with the terms and provisions of said Standard Endorsement.

(b) Without limiting the generality of said Standard Endorsement, the Port Authority and the Permittee agree that the amount of the security deposit at all times during the period of permission of this Permit is intended to represent no less than three months of the average monthly PA Share, based upon the immediately preceding annual period, due to the Port Authority from all concession operators at the Terminal based on their Gross Receipts. Notwithstanding the foregoing, the Permittee's security deposit shall at no time be less than Five Hundred Thousand Dollars and No Cents ($500,000.00). The amount of the Permittee's security deposit shall be reevaluated by the Port Authority at the end of each annual period and the Port Authority shall advise the Permittee in writing of the amount of the increase, if any, to the security deposit which it shall require in accordance with the foregoing. The Permittee, thereafter, shall within ten (10) days thereafter provide the Port Authority with such additional deposit, in accordance with Standard Endorsement No. 23.1 to this Permit.

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

(a) It is hereby acknowledged and agreed by the Airline and the Permittee that, except as specifically provided in subparagraph (b) of this Special Endorsement, the Port Authority has no obligation under the Management Agreement, this Permit or otherwise to pay, subsidize or in any manner whatsoever finance, directly or indirectly, all of any portion of any amount of either the Permittee's or any retail operator's capital investment in the Space or at the Terminal. Any specific mention of or reference in any sublease to the Port Authority in connection with any payment or other compensation to a retail operator, upon termination of a sublease or the Management Agreement, or upon revocation of this Permit with or without cause, of any amount of the Permittee's unamortized capital investment in the Space or at the Terminal shall not be or be deemed to create an obligation or inference of an obligation on the part of the Port Authority to either the Airline, the Permittee, or any retail operator to pay, subsidize or finance said unamortized capital investment.

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

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

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

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

(a) The last three sentences of Section 1 of the foregoing Terms and

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Conditions were deleted and the following shall be deemed to have been inserted therefor:

"Notwithstanding any other term or condition hereof, the effective permission granted by this Permit may be revoked without cause, upon thirty (30) days' written notice to the Permittee, without the requirement of concurrence by or joint subscription with the Airline. In addition, the effective period of the permission granted by this Permit may be revoked on five (5) days written notice by the Port Authority, without concurrence or joint subscription by the Airline, if any one or more of the following events shall occur, that is to say:

(1) The Permittee shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or of any State thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all its property; or

(2) By order or decree of a court the Permittee shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors or, if the Permittee is a corporation, by any of the stockholders of the Permittee (or members, or managers, if a limited liability company), seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or

(3) A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Permittee and shall not be dismissed within sixty (60) days after the filing thereof; or

(4) The permission hereunder or the interest or estate of the Permittee under this Permit shall be transferred to, pass to or devolve upon, by operation of law or otherwise, any other person, firm or corporation; or

(5) The Permittee shall, without the prior approval of the Port Authority, become a possessor or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution;

or

(6) If the Permittee is a partnership, and the said partnership shall be dissolved as the result of any act or omission of its partners or any of them, or by operation of law or the order or decree of any court having jurisdiction, or for any other reason whatsoever; or

(7) By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Permittee, and such possession or control shall continue in effect for a period of thirty (30) days; or

(8) Any lien shall be filed against the Space because of any act or omission of the Permittee and is not removed or bonded within thirty (30) days; or

(9) The Permittee shall voluntarily discontinue its operations hereunder, or the Permittee, after exhaustion or abandonment of all rights of appeal shall be prevented from conducting operations hereunder for a period of thirty (30) days by action of a governmental agency other than the Port Authority; or

(10) The Permittee shall fail duly and punctually to provide all of the statements (including all information required to be contained therein) required to be provided to the Port Authority hereunder when due, or to pay the sums due hereunder or to make any other payment required hereunder when due, and shall continue in its failure to provide such statements or to pay for a period of ten (10) days after delivery of notice to it from the Port Authority to provide such statements and/or make such payments; or

(11) The Permittee shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Permit on its part to be kept, performed or observed within twenty (20) days after receipt of notice of default thereunder from the Port Authority (except where fulfillment of its obligation requires activity over a period of time, and the Permittee shall have commenced to perform whatever may be required for fulfillment within twenty (20) days after receipt of notice and

continues such performance without interruption except for causes beyond its control); such termination to be effective upon the date specified in the notice. Revocation or termination shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation or termination."

Revocation of this Permit or the permission granted hereunder by the Port Authority shall obligate the Airline to take whatever action is necessary to terminate the Management Agreement, such termination of the Management Agreement to be effective on the same date as the revocation of this Permit. Without limiting the generality of the provisions of paragraph (a) herein concerning termination without cause, the Airline acknowledges its obligations under Article 1 and any other applicable provisions of the Management Agreement in the event it terminates such agreement without cause.

(b) The second sentence of Section 2 of the foregoing Terms and Conditions shall be deemed amended by adding at the end thereof, after the words "independent contractor", the following: ", except that the Permittee may retain independent contractors to provide services in order to fulfill the Permittee's responsibilities to provide cleaning, maintenance, operating the loading dock and escort delivery services at the Terminal."

(c) Section 3 of the foregoing Terms and Conditions shall be deemed amended by adding at the end thereof, after the word "whatsoever", the following: ", except specifically and only for the limited purpose whereby the Permittee is responsible to collect concession operators' rentals and other payments for the benefit of the Airline and the Port Authority, as set forth in this Permit."

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

(i) In lines 1 and 11, the word "its" shall be inserted before the word "invitees".

(ii) In the second sentence, the phrase "and the employees shall wear appropriate uniforms" shall be deleted.

(iii) In line 7, the words "and uniforms" shall be deleted.

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

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

(i) In line 6 of the first paragraph of said Section and in line 1 of the second paragraph of said Section, the word "its" shall be inserted before the word "invitees".

(ii) That portion of the second paragraph of said Section 5 following the word "Facility" was deleted.

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

(g) The second sentence of the first paragraph of Section 8 and the second paragraph of Section 8 of the foregoing Terms and Conditions were deleted, and the words "unless otherwise directed by the Airline pursuant to rights granted the Airline under the Airline Lease" were added at the end of the first sentence of the first paragraph of that Section.

(h) Section 11 of the foregoing Terms and Conditions was deleted and the following shall be deemed to have been inserted therefor:

"11. Except with the prior written approval of the Port Authority, the Permittee shall not erect, maintain, or display any signs or any advertising at or on the exterior parts of the premises leased to the Airline pursuant to the Airline Lease, or in the premises leased to the Airline pursuant to the Airline Lease so as to be visible from outside the premises leased to the Airline pursuant to the Airline Lease, or at or on any other portion of the Facility outside the premises leased to the Airline pursuant to the Airline Lease."

(i) Section 14 of the foregoing Terms and Conditions shall be deemed amended by adding a sentence at the end thereof which shall read in its entirety as follows: "Notwithstanding the foregoing, if any of such notices shall be mailed, such notices shall be deemed effective three (3) business days after being deposited, with proper postage thereon, in the United States mail."

(j) Section 16 of the foregoing Terms and Conditions shall be deemed deleted and replaced with Special Endorsement No. 16 hereof.

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

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(l) Standard Endorsement No. 3.1 shall be deemed amended as follows:

(i) In line 6 of the first paragraph thereof, the words "merchandise and/or" were deleted.

(ii) In line 7 of the first paragraph thereof, the words "sell and/or" were deleted.

(iii) In line 2 of the second paragraph thereof, the words "(if any)" were inserted after the word "fixtures".

(m) Standard Endorsement No. 6.1 shall be deemed amended as follows:

(i) In line 1 of the first paragraph thereof, the words "(if any)" were inserted after the word "fixtures".

(ii) In the line 2 of the first paragraph thereof, the word "Space" was deleted and the word "Terminal" was inserted in lieu thereof.

(n) Standard Endorsement No. 8 shall be deemed amended by deleting the words "immediately upon" in the fourth sentence and, in lieu thereof, there shall be inserted the phrase "within ten (10) days after written".

(o) Standard Endorsement No. 9.1 shall be deemed amended in line 1 thereof by inserting the phrase "to the extent authorized or required hereunder" after the word "Permittee".

(p) Paragraph (c) of Standard Endorsement No. 9.5 shall be deemed amended by deleting the words "twenty-four (24) hours'" and, in lieu thereof, inserting the words "fifteen (15) days'".

(q) Standard Endorsement No. 9.6 shall be deemed amended such that the first sentence thereof shall read in its entirety as follows: "With respect to the services to be provided by the Permittee hereunder and pursuant to the Management Agreement, the Permittee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E."

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(r) Standard Endorsement No. 16.1 shall be deemed amended by inserting the word "its" before the words "guests" and "invitees" on line 2 of the first paragraph thereof.

(s) Standard Endorsement No. 17.1 shall be deemed amended by deleting the words "gross receipts or" on line 4 of the second paragraph thereof.

(t) Standard Endorsement No. 21.1 shall be deemed amended as follows:

(i) Paragraphs (3) and (4) were deleted.

(ii) On line 10 of paragraph (5), the words "or certificate" were inserted after the word "policy".

(u) Standard Endorsement No. 22 shall be deemed amended by deleting in the first paragraph thereof the words "of the New York Board of Fire Underwriters and the New York Fire Insurance Exchange, or if the Permittee's operations hereunder are in New Jersey".

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

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

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

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

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

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

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

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

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

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

"(c) Notwithstanding any of the terms or provisions of this Standard Endorsement No. 23.1, the security being provided hereunder by the Permittee shall be applied only to the full, faithful and prompt performance of and compliance with, on the part of the Permittee, all of the terms, provisions, covenants and conditions of this Permit relating to the Permittee's payment obligations to the Port Authority."

(w) Wherever in this Permit the words "Terminal", "Airport", or "Facility" are used, it shall be deemed to mean, as the context requires, Newark International Airport as defined in Standard Endorsement No. 19.3 annexed to this Permit and/or Passenger Terminal Building C thereat.

8. Business Development and Records.

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

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

(ii) Maintain, in accordance with accepted accounting practice, during the effective period of this Permit, for six (6) years after the expiration or earlier revocation or termination thereof, and for such further period with regard to records and books of account relating to causes of action or other claims which accrue prior to the expiration, revocation or termination of this Permit or which are the subject of threatened or pending litigation, settlement or other legal process and until the applicable statute of limitations has expired or, in the case of litigation, settlement or other

legal process, such litigation, settlement or legal process has been completely disposed of and all time limits for appeal have expired, whichever is longer, records and books of account recording all transactions of the Permittee at, through, or in anywise connected with the Airport (which records and books of account are hereinafter called the "Permittee's Records"). The Permittee shall keep true and correct copies of all Permittee's Records at all times within the Port of New York District;

(iii) Permit in ordinary business hours during the effective period of the Permit, for six (6) years thereafter after, and during such further period as is mentioned in the preceding subparagraph (ii), the examination and audit by the officers, employees and representatives of the Port Authority of (1) the records and books of account of the Permittee and (2) also any records and books of account relevant to the Permittee's operations hereunder of any company (or other legal entity) which is an affiliate of the Permittee. The Permittee shall make available to the Port Authority within the Port of New York District for examination and audit by the Port Authority pursuant to this subparagraph (iii) those records and books of account described in (1) above in this subparagraph (iii) which are not required by subparagraph (ii) above to be kept at all times in the Port of New York District and those records and books of account described in (2) in this subparagraph (iii) above (all of the foregoing being hereinafter called the "Other Relevant Records" and the Permittee's Records and the Other Relevant Records being hereinafter collectively referred to as the "Records");

(iv) Permit the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Permittee;

(v) Furnish on or before the thirtieth (30th) day of each month following the effective date of this Permit a statement signed by a responsible officer of the Permittee containing the information and documentation described in Special Endorsement No. 2, paragraph (f) of this Permit;

(vi) Furnish on or before the thirtieth (30th) day of March of each annual period following the effective date of this Permit a statement of all Gross Receipts, on a retail operator-by-retail operator basis and for the Terminal as a whole, and specifying the guaranteed rent, percentage rent and other fees and charges received from each retail operator, from the date of the

commencement of the preceding annual period through the end of such annual period, together with copies of the retail operators' Annual Certified Statements (as defined in the Management Agreement) with respect to such annual period, as well as the Gross Rent-Based Revenues (on a retail operator-by-retail operator basis and for the Terminal as a whole), the Net Rent-Based Revenues, the Airline Share and PA Share remitted by the Permittee to each of Airline and the Port Authority, respectively, for the preceding annual period, certified at the Permittee's expense by a certified public accountant;

(b) The Permittee understands that compliance by it with the provisions of paragraphs (ii) and (iii) above are of the utmost importance to the Port Authority in having entered into the arrangement under this Permit and in the event of the failure of the Permittee to maintain, keep within the Port District or make available for examination and audit the Permittee's Records in the manner and at the times or locations as provided in this Special Endorsement, then, in addition to all and without limiting any other rights and remedies of the Port Authority, the Port Authority may:

(i) Estimate the PA Share, consistent with the provisions of the Airline Lease, due from the Permittee on the basis that the Port Authority, in its sole discretion, shall deem appropriate, and the Permittee shall pay such amount to the Port Authority when billed;

(ii) If any such Records have been maintained outside of the Port District, but within the Continental United States, then the Port Authority in its sole discretion may (1) require such Records to be produced within the Port District within thirty (30) days of written request for same or (2) if Permittee fails to provide all of such books and records within the time period stated above (time being of the essence in connection with such time period and, in addition, such provided books and records being to the complete and total satisfaction of the Port Authority) the Port Authority may examine such Records at the location at which they have been maintained and in such event the Permittee shall pay to the Port Authority when billed all travel costs and related expenses, as determined by the Port Authority for Port Authority auditors and other representatives, employees and officers in connection with such examination and audit, or

(iii) If any such Records have been maintained outside the Continental United States then, in addition to the costs specified in paragraph (ii)(2) above, the Permittee shall pay to the Port Authority when billed all other costs of

the examination and audit of such Records including without limitation salaries, benefits, travel costs and related expenses, overhead costs and fees and charges of third party auditors retained by the Port Authority for the purpose of conducting such audit and examination.

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

9. Indemnity. Without limiting the Permittee's indemnity obligations under this Agreement, the Permittee's indemnity obligations hereunder shall extend to and include any claims and demands made by the Port Authority against the Airline pursuant to the provisions of the Airline Lease arising out of or as a result of the Permittee's acts or omissions, or as a result of the Permittee's use and occupancy of the Space pursuant to the Management Agreement, or as a result of any default by the Permittee of any of the provisions of this Permit, and any claims and demands made by the City of Newark against the Port Authority pursuant to or under the provisions of the agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, as the same from time to time may have been or may be supplemented or amended arising out of or as a result of the Permittee's acts or omissions, or as a result of the Permittee's use and occupancy of the Space pursuant to the Management Agreement, or as a result of any default by the Permittee of any of the provisions of this Permit, excepting the willful misconduct or sole negligence of the Port Authority. The agreement of lease between the City of Newark and the Port Authority covering the leasing of the Airport by the City to the Port Authority, (hereinafter sometimes called "the Basic Lease"), dated October 22, 1947, has been recorded in the Office of the Register of Deeds for the County of Essex, on October 30, 1947 in book E-110 of Deeds, at page 242, et seq.

10. Utilities. The Port Authority shall not sell, supply or furnish any utilities or services to the Permittee, including but not limited to electricity. Any and all such utilities or services shall be provided to the Permittee and the retail operators in accordance with the terms and provisions of the Airline Lease.

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

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

the Permittee shall at all times keep the Permittee's fixtures, equipment and personal property in a clean and orderly condition and appearance. The Permittee shall be responsible for the repair, replacement and rebuilding of any and all parts of the Terminal or the Facility which may be damaged or destroyed by the acts or omissions of the Permittee, its officers, employees, agents, representatives, contractors or other persons doing business with it.

(b) The Permittee shall not install any equipment, improvements or fixtures in the Space or elsewhere in the Terminal or perform any alteration or construction work therein without the prior written approval of the Port Authority (in full compliance with the Port Authority Tenant and Alteration Application ("TAA") process, which requires, among other things, that TAA applications be submitted by and in the name of the Airline) and the Airline (including but not limited to the time for the performance of any such installation or work). In the event any such alteration or construction work is performed without the approval of the Port Authority and the Airline then upon notice from the Port Authority or the Airline the Permittee shall remove the same or cause the same to be changed to the satisfaction of the Port Authority and the Airline.

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

(b) The policy of comprehensive general liability insurance required by Standard Endorsement No. 21.1 of this Permit shall include coverage for premises and completed operations. In addition to the policy of insurance required under Standard Endorsement No. 21.1 to this Permit, the Permittee in its own name as insured and naming the Port Authority as a loss payee to the extent of its interest shall secure and pay the premium or premiums for a policy of Fidelity Insurance with a minimum limit of $5,000,000 for employee dishonesty coverage against any and all loss, theft, embezzlement or other fraudulent acts on the part of Permittee or the Permittee's employees and not less than $1,000,000 for money and securities on or off premises, transit and depositors forgery coverage, indemnifying the Airline and the Port Authority, as co-obligees, against any and all loss, theft, embezzlement or other fraudulent acts on the part of the Permittee or the Permittee's employees, throughout the effective period of the permission granted hereunder, subject to the provisions of Standard Endorsement No. 21.1. Each policy of insurance required by Standard Endorsement No. 21.1 or this paragraph shall contain an endorsement providing that the protection afforded the Permittee thereunder with respect to

any claim or action against the Permittee by a third party shall pertain and apply with like effect with respect to any claim or action against the Permittee by the Port Authority and against the Port Authority by the Permittee, but said endorsement shall not limit, vary, change or affect the protection afforded the Port Authority as an additional insured. A certified copy of each policy or policies or a certificate or certificates evidencing compliance with the terms set forth above, and in compliance with the terms and provisions of this Permit, shall be delivered to the Port Authority simultaneously with the delivery of an executed copy of this Permit by the Permittee. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or certificate upon request of the Port Authority.

14. Labor Harmony. (a) The Permittee shall use its best efforts, taking all measures and means, to insure labor harmony in its activities at the Airport, all to the end of avoiding and preventing strikes, walkouts, work stoppages, slowdowns, boycotts and other labor trouble and discord. The Permittee particularly recognizes the essential necessity of the continued and full operation of the whole Airport as a transportation center.

(b) The Permittee shall immediately give oral notice to the Port Authority (to be followed by written notices and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof.

(c) If any type of strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the Permittee or against any of the Permittee's operations pursuant to this Permit which in the opinion of the Port Authority (i) physically interferes with the operation of the Airport or the Terminal, or (ii) physically interferes with access between the Space and any portion of the Terminal or the Airport, by the public, or (iii) physically interferes with access to other areas of the Airport or the Terminal by the public, or (iv) physically interferes with the operations of other lessees or licensees at the Airport or the Terminal, or (v) presents a danger to the health and safety of users of the Facility, persons employed thereat, or to members of the public, whether or not the same is due to the fault of the Permittee or is caused by employees of the Permittee or of others, the Port Authority shall have the right at any time during the continuance thereof, by twenty-four (24) hours' notice to suspend the Permittee's operations hereunder effective at the time specified in the notice. During any suspension, the Permittee shall cease its activities and operations hereunder and take such steps to secure and protect the Space as shall be necessary or desirable. The period of suspension shall end automatically no later than twenty-four (24) hours after the cause thereof has ceased or been cured. While the Permittee shall be relieved of its obligation to provide management services during a suspension period and liabilities relating thereto during the suspension period, suspension shall not relieve the Permittee of any liabilities or obligations which accrued prior to the effective date of suspension, nor shall suspension relieve it of its payment obligations based on funds received from concession operators which funds are in its possession on the effective

date of suspension or which come into its possession during the suspension period. Accordingly, while the Permittee shall not be obligated to pursue collection of rentals from concession operators as a management service during the suspension period, it shall be obligated to accept, deposit, and make payment to the Airline and Port Authority with respect to, funds which come into its possession during the suspension period.

(d) The Airline shall in each sublease impose requirements identical to those set forth in paragraphs (a), (b) and (c) of this Special Endorsement upon each and every retail operator.

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

SPECIAL ENDORSEMENTS

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

16. No Personal Liability. No Commissioner, officer, director, agent or employee of either the Port Authority or the Permittee shall be charged personally liable or held contractually liable by or to the other party under any term of provision of this Permit or of any supplement, modification or amendment to this Permit, or because of its execution or attempted execution, or because of any breach thereof.

17. Interpretation. (a) No greater rights are granted or intended to be granted to the Permittee hereunder with respect to the Space than the Port Authority has the power to grant under the Airline Lease, and all of the terms, provisions, and conditions of the Airline Lease shall be and remain in full force and effect throughout the effective period of the permission granted hereunder.

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

(c) No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or

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

AED

For the Port Authority

Initialled:

Holden Shannon
Vice President
Corporate Real Estate
& Environmental Affairs

For the Airline

RG

For the Permittee

A NB - 019

CONTRACT BETWEEN
CONTINENTAL AIRLINES, INC.
AND WESTFIELD CONCESSION MANAGEMENT, INC.
TO DEVELOP, LEASE, MANAGE AND MARKET
CONCESSION SPACES
AT
NEWARK INTERNATIONAL AIRPORT -- TERMINAL C

NOVEMBER 1, 1997

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CONTRACT BETWEEN
CONTINENTAL AIRLINES, INC.
AND
WESTFIELD CONCESSION MANAGEMENT, INC.
TO DEVELOP, LEASE, MANAGE AND MARKET
CONCESSION SPACES
AT
NEWARK INTERNATIONAL AIRPORT -- TERMINAL C

This Development, Leasing, Marketing and Management Contract (hereinafter referred to as "Contract") is made and entered into as of this 1st day of November, 1997, by and between Continental Airlines, Inc., a Delaware corporation, 1600 Smith Street, Houston, Texas 77002 (hereinafter referred to as "Continental") and Westfield Concession Management, Inc., a Delaware corporation, 11601 Wilshire Blvd., 12th Floor, Los Angeles, California 90025 (hereinafter referred to as the "Manager") a wholly-owned subsidiary of Westfield Corporation, Inc.; at times Continental and Manager are collectively referred to as the "Parties."

WITNESSETH

WHEREAS, Continental, in conjunction with the Port Authority of New York and New Jersey (the "Authority"), have been given the responsibility for the operation, maintenance, protection, promotion and development of certain of the terminal buildings at Newark International Airport (hereinafter referred to as the "Airport"); and

WHEREAS, Continental leases and operates the Continental Terminal ("Terminal C") at the Airport pursuant to that certain Agreement of Lease between People Express Airlines, Inc. (Continental's predecessor-in-interest) and the Authority dated January 11, 1985, as amended by Supplements numbered 1 through 20 including any and all amendments thereto or replacements therefor executed thereafter ("Terminal C Lease"); and

WHEREAS, Continental has determined that the establishment and operation of concession facilities at Terminal C at the Airport ("Terminal C Project") are in the best interests of the traveling public; and

WHEREAS, this Contract is subject and subordinate to the terms and conditions of the Terminal C Lease and is further subject to and will not be effective until it is approved by the Authority; and

WHEREAS, Continental is retaining Manager to develop, lease, manage and market certain concession facilities (as identified on Exhibit A, attached hereto) at Terminal C at the Airport on the terms and conditions hereafter set forth; and

WHEREAS, Continental selected the Manager to develop, lease, manage and market such concession facilities, including management of other facilities operated by or through CA-One Services, Inc. ("CA-One") in accordance with the terms herein and an amendment to the "CA-One Lease" hereinafter referred, at Terminal C at the Airport; and

WHEREAS, the formal agreement between Continental and the Manager has now been completed and is embodied herein; and

WHEREAS, the food and beverage locations and certain newsstand locations at Terminal C (as identified on Exhibit A) are leased by Continental to CA-One pursuant to a Concession Lease And Agreement dated June 17, 1988, as amended by Amendment No. 1 To Concession Lease And Agreement (the "CA-One Lease"). CA-One has agreed that the Scope of Operations described in Article III below and the Premises described in Article IV below shall include as provided below those food and beverage locations and certain newsstand locations as identified on Exhibit A.

NOW, THEREFORE, the Parties hereto, for and in consideration of the fees, terms, conditions and covenants contained in this Contract, agree as follows:

ARTICLE I. PERIOD OF CONTRACT

A. The term ("Term") of the Contract shall occur in two (2) separate and distinct stages, stage 1 being the "Phasing Stage" and stage 2 being the "Management Stage."

1. The "Phasing Stage" will commence upon the date of this Contract (hereinafter called "Contract Date") subject to the Authority's approval of this Contract (hereinafter called "Effective Contract Date") and shall expire upon the earlier of: (i) the expiration of thirty-five (35) months from the Contract Date; or (ii) the date that at least ninety percent (90%) of all specialty retail, newsstand, duty-free and associated foreign currency, and food and beverage locations (which food and beverage locations and certain newsstand locations are operated by or licensed through CA-One) as represented by the Project Transition Schedule (attached hereto as Exhibit C) are open for business (hereinafter called the "Phasing Stage").

2. The "Management Stage" will commence on the date immediately following the expiration of the Phasing Stage and shall continue for a period of ten (10) years expiring on the tenth (10th) anniversary of the commencement date of the "Management Stage", unless sooner terminated as provided for elsewhere herein (hereinafter called the "Management Stage").

B. Termination by Continental. Continental shall have the right to terminate the Contract at any time during the Term with or without cause, upon thirty (30) days prior written notice to Manager.

1. In the case of termination without cause (including if the termination of this Contract is due to the early termination or cancellation of the Terminal C Lease and/or the revocation without cause of Manager's Privilege Permit No. ANB-019 with the Authority) through no fault of Manager, then Manager shall be reimbursed by Continental for the unamortized cost of Building Improvements (as described in Exhibit G), including actual out-of-pocket costs and internal time ("building and initial manpower investment") as further defined below incurred up to the date of receipt of such notice. If the foregoing is triggered due to the revocation without cause by the Authority of such Privilege Permit which must result in the termination without cause of this Contract by Continental, to the extent these costs are not required to be reimbursed by the Authority to Manager in accordance with the applicable terms and provisions of such Privilege Permit, Continental agrees to reimburse Manager for any such additional costs as would otherwise have been required to be reimbursed to Manager in the event of a termination without cause by Continental hereunder. These costs shall be amortized or reimbursed only for the periods described in subparagraphs (a), (b), (c) and (d) of this Article I. B. and Continental's reimbursement to Manager due to termination shall include the following and is subject to the following limitations:

(a) Design/Construction -- The final costs incurred up to the "Maximum Contribution" (defined below) to construct the Building Improvements for any new concession shell space plus associated design/engineering fees (which design/engineering fees shall not exceed $150,000 in the aggregate without Continental's prior written approval) shall be amortized on a straight-line basis over the Management Stage.

(b) Increased Construction Cost -- Any non-reimbursed construction costs in excess of the Maximum Contribution which have been approved in writing by Continental and the Authority, shall be reimbursed by Continental to Manager, such reimbursement to be payable to Manager over a period not to exceed three (3) years from the commencement of the Management Stage. In the event the Subtenants' "Minimum Annual Guaranteed Rent" and "Percentage Rent" (defined below) are not sufficient to completely reimburse Manager during such three (3) year period, the period will be extended until such time as Manager has been completely reimbursed from the Subtenants' "Minimum Annual Guaranteed Rent" and "Percentage Rent".

(c) Retail Merchandising Unit Program -- The cost to design, fabricate and install the retail merchandising units (the "RMUs") (discussed below) shall be at Manager's sole cost and expense and shall not be subject to amortization hereunder. Manager shall retain ownership of the RMUs. In the event of a termination or at the expiration of this Contract, Manager shall remove the RMUs from Terminal C within thirty (30) days of any such termination. Continental is hereby granted the one-time right to purchase the RMUs within thirty (30) days after the effective date of the termination at the then current fair market value not to exceed the remaining unamortized balance of the cost to design, fabricate and install the RMUs. Such RMUs shall be amortized on a straight-line basis over their anticipated useful life, not to exceed the Term of this Contract.

(d) Internal Manager Personnel Time -- The manpower expenses incurred by Manager for all of its personnel directly involved (whether on a full-time or part-time basis) on the Terminal C Project during the Phasing Stage shall be amortized over the initial three (3) years of the Management Stage.

(e) All reimbursements due hereunder shall be paid within sixty (60) days of receipt of an invoice from Manager to Continental, which invoice shall be accompanied by an amortization schedule and such supporting documents as may be reasonably requested by Continental so as to evidence that all sums claimed are properly due.

2. In the case of termination with cause, Manager shall not be entitled to reimbursement by Continental for the unamortized cost of Building Improvements as hereinafter described and defined, including actual out-of-pocket costs and internal time (building and initial manpower investment) as further defined below. Such termination with cause shall be limited to the occurrence of one of the events of default by Manager as described in Article XVI. A. 1. and 2.

C. Termination by Manager -- Manager shall have the right to terminate this Contract at any time following the first (1st) anniversary of the commencement of the Management Stage. Manager shall give Continental not less than one hundred twenty (120) days prior written notice, and the termination shall become effective one hundred twenty (120) days from the date of Manager's termination notice. In such event, Manager expressly agrees that it shall not seek any reimbursement from Continental for any direct, incidental, consequential or other investment by Manager and thereafter neither party shall have any further obligations or liabilities to the other party.

D. For the purpose of this Contract, "Contract Year" shall mean the period of time beginning from January 1 each year and ending December 31 of that year; provided, however, that the period from the Effective Contract Date through December 31, 1998, shall be known as the "First Contract Year."

ARTICLE II. INCORPORATION OF RECITALS AND CERTAIN ASPECTS OF MANAGER'S PROPOSAL

A. Each of the Recitals set forth in the beginning of this Contract are incorporated by reference herein as if set forth word for word. Certain aspects of the Manager's proposal to Continental dated November 27, 1996, are incorporated by reference herein as if set forth word for word, such aspects of which are set forth in Exhibit D attached hereto (the "Proposal"). Manager shall be obligated to meet the commitments included in Exhibit D.

ARTICLE III. SCOPE OF OPERATIONS

A. The Manager is granted the right to develop, lease, manage and market the concession facilities within the Premises, on behalf of Continental, as defined in Article IV, within existing Terminal C to include the main terminal, Concourse C-1, Concourse C-2, Concourse C-3, Concourse C-4 and that portion of the main terminal area of the passenger terminal building located between Concourse C-1 and Concourse C-2, all of which are hereinafter collectively referred to as the "Terminal Building."

B. The Manager shall be responsible for planning, implementation, marketing, developing and negotiating all retail sublease documents (individually, the "Sublease" and collectively, the Subleases") leasing available spaces, coordinating design and construction of concession facility spaces, collecting from Continental's tenants and/or subtenants including CA-One (individually, the "Subtenant" and collectively, the "Subtenants") payments and managing the Subleases and Subtenants as provided and authorized by this Contract. The Manager shall not operate any concession facilities itself or through other entities affiliated with Manager at the Terminal Building.

C. The Manager shall: (1) strive to meet the needs and desires of the Terminal Building users by offering products in response to the Manager's market research studies; (2) attempt to maximize potential financial return to the Parties and the Authority by developing concepts matching the customer's wants and needs and tailoring those concepts to the Airport market; (3) work with Continental and the Subtenants to improve merchandising and marketing and developing joint advertising and promotion of the concession operations; and (4) work with Continental and Subtenants to provide attractive, well-designed facilities that promote the marketing of products and services and present a positive image to the Terminal Building users.

D. To the extent not inconsistent with the Terminal C Lease or the CA-One Lease, the concession rights granted under this Contract include but are not limited to the right to develop, lease, manage and market any and all types of retail, newsstands, foreign currency services, duty-free and food and beverage facilities through Subleases at traditional four-wall sites, kiosks, wallshops, or at RMUs appropriate for the Airport market and within the bounds of good taste, hereinafter individually referred to as "Concession Facility" and collectively referred to as "Concession Facilities." With respect to all food and beverage and certain newsstand Concession Facilities leased to CA-One by Continental, Manager will be responsible to ensure CA-One's compliance of all terms and conditions of the CA-One Lease on behalf of Continental.

E. It is understood by the Parties that this Contract provides with respect to the Concession Facilities, opportunities for participation by Disadvantaged Business Enterprises as defined in Article V. L. in the Terminal Building.

F. Manager shall at all times be an independent contractor of Continental and the Authority, and not an employee, agent or partner of Continental or the Authority. In performing Manager's duties hereunder to develop, lease, manage and market Concession Facilities as set forth in this Contract, Manager shall not have the right or power to contract with third parties for, on behalf of or in the name of, Continental or Authority or otherwise act in a manner that binds Continental or the Authority, except to the extent that Continental may be so bound as set forth in any Sublease or other contract entered into by Continental and approved by the Authority, it being understood that the Manager shall not have the right to bind the Authority under any circumstances. Manager shall act in good faith and exercise commercially reasonable business judgment with regard to the performance of its duties hereunder and the proper protection and accounting for Continental's and Authority's assets hereunder.

ARTICLE IV. PREMISES AND USE OF THE PREMISES

A. Except as limited in Article III. D. of this Contract, the Manager is hereby granted by Continental the right, and hereby assumes the obligation to develop, lease, manage and market all Concession Facility locations as shown and described in Exhibit A located in the Terminal Building (hereinafter referred to as "Premises"). Any adjustment to the Premises shall be formally made by amendment to Exhibit A of this Contract. The Manager agrees to develop, lease, manage and market the Premises in accordance with the Project Transition Schedule attached hereto as Exhibit C. Subsequent to the Effective Contract Date, if the square footage of the Premises assigned to Manager pursuant to this Contract does not equal or exceed the minimum square footage set forth in the Proposal within a reasonable variance, Manager shall have the right to request an increase in the Manager's Fees described at Article VIII. L. to compensate Manager for the reduction in square footage available to lease to Subtenants.

B. As of the Effective Contract Date, all locations identified on Exhibit A, shall be designated as the Premises to be developed, leased, managed and marketed, on behalf of Continental, by the Manager, and any and all other obligations and responsibilities of Manager shall become effective.

1. The Manager may permit the current operators of such existing Concession Facilities within the Premises to continue operating under the terms and conditions of existing concession contracts and/or sublease agreements until the expiration date or other termination of said concession contracts and/or sublease agreements or may, as appropriate, and as approved by Continental, negotiate relocations, amendments or modifications. The Manager agrees to comply with the terms and conditions of these existing concession contracts and/or sublease agreements until they are modified (and once modified, as they are modified) or until the expiration date or termination of those existing documents.

2. Effective as of November 1, 1997, the Manager shall be entitled to the Manager Fees as described in Article VIII. L.

3. Commencing thirty (30) days following the Effective Contract Date, Continental shall direct all existing concession operators, including CA-One, to make their rental and other payments directly to the Manager as Continental's designated agent for the benefit of Continental and the Authority. Continental shall also have the right to have CA-One direct its sublessees to make all rental and other payments to Manager as Continental's designated agent for the benefit of Continental and the Authority. Manager shall, in accordance with the terms of this Contract, wire transfer such payments to the Authority and Continental less the Manager Fees as described in Article VIII. L.

C. Continental throughout the term of this Contract will offer to Manager (to the extent Continental is permitted to do so under the Terminal C Lease) the first right to develop, lease, manage and market any existing, expanded or new areas of the Terminal Building as leased to Continental where the Manager could develop, lease, manage and market appropriate Concession Facilities. Continental shall provide the Manager with at least 60 days written notice of any such new areas. If Manager has not responded within said 60 days and agreed to accept the new areas pursuant to the terms and conditions of this Contract, then all of Manager's first rights shall expire, and Continental shall be free to offer such areas to any third party.

D. Throughout this Contract, it may be necessary for Continental to require the relocation, expansion or reduction of certain Premises if such actions are necessary for airline operational or airport operational (e.g., non-concession services) considerations. Manager shall ensure that Subleases entered into after the Effective Contract Date provide that:

1. Any such relocation, expansion or reduction shall be accomplished by the Subtenant as expeditiously as is reasonable under the circumstances. Continental shall, to the extent possible, attempt to provide the Manager with Premises that are comparable in terms of size, location (in relation to airline gates) and exposure to the Terminal Building's users' pedestrian traffic-flow patterns, particularly enplaned passengers, substantially comparable to those that are being vacated.

2. In the event that Continental determines that it is necessary to relocate, expand or reduce all or a portion of the Concession Facilities within the Premises, Continental agrees to: (a) notify the Manager at least four (4) months in advance of the relocation, expansion or reduction of the Concession Facilities within the Premises; (b) in the event of relocation and/or reduction, buy out the prorated unamortized capital investment in accordance with the provisions of Article XI herein.

3. In the event that Continental requires the reduction, relocation or discontinuance of any Concession Facilities within the Premises throughout the Term of this Contract, Continental shall be responsible for the reasonable and proper costs of renovating the new Concession Facilities and for all reasonable and proper moving costs incurred in any relocation, such moving costs to include trade fixtures, furnishings, trade equipment and storefront signage.

4. Continental or the Authority, as applicable, shall have the right to approve, in advance and in writing, any temporary Concession Facilities proposed by the Manager on behalf of the Subtenant(s) to sell products, goods or provide services during the relocation, renovation and/or demolition of any Premises and/or future Premises or for any other purposes.

E. Except as described below and as provided in Article VI. F., the Manager accepts all Premises assigned to it in an "as is" condition. If Manager discovers any existing known or unknown Hazardous Materials (as defined below at Article XVIII. E.), existing as of the Effective Date of this Contract; then as between Continental and Manager, Manager shall not be deemed the owner and/or generator of such Hazardous Materials and shall not be responsible for any costs and expenses associated with the required safe removal, encapsulation or other disposition of such Hazardous Materials. At Continental's option, Continental can remove the affected portion of the Concession Facilities within the Premises from this Contract (unless caused by Manager or a Subtenant, in which case Manager or the Subtenant, as the case may be, shall take such action). Manager, at its sole option, may, if requested by Continental, undertake to remedy any Hazardous Material problem at the Concession Facilities within the Premises, subject to Manager's complete reimbursement of all costs, fees and expenses by Continental.

F. The Manager shall allow the Subtenant to use the Premises only for the concession services authorized by this Contract and the Terminal C Lease.

G. Manager shall present Subleases for the Authority's and Continental's approval and for Continental's execution as Landlord with Subtenants who shall provide the concession services required and authorized by this Contract. Subleases are void and of no force or effect unless or until a fully executed permit agreement has been entered into between the Authority and the Subtenants.

H. Continental agrees not to charge any additional rental cost over and above those rents, fees and charges specified in the Subleases for the Concession Facilities within the Premises.

I. The Manager and Subtenants are hereby granted the right for their employees to use in common with other Continental employees and users of the Terminal Building, employee parking facilities as the same may from time to time be provided by Continental at such reasonable fees as Continental may, from time to time, charge its own employees using these parking facilities.

J. The Manager shall not allow any Subtenant to display and/or sell merchandise outside its assigned Concession Facilities space without the prior written approval of Continental. While Continental encourages the development of creative promotional programs to capitalize on special events, holidays and/or other special circumstances to sell products and provide services, Continental reserves the right to approve any such promotion outside the Subtenants' assigned Concession Facilities.

ARTICLE V. OBLIGATIONS OF THE MANAGER

A. The Manager shall prepare a standard Sublease form at its sole cost and expense to be used for all Subtenants in the Terminal Building, which standard Sublease form will contain at a minimum the provisions outlined in Article XII below and must be approved by Continental and the Authority as provided in Article XII. Any and all costs and expenses incurred by Continental and the Authority in the review and approval of the standard Sublease form, including without limitation, internal counsel and outside counsel fees, shall be borne by Continental or the Authority, as applicable.

B. The Manager is responsible for ensuring that Subtenants install all Fixed Improvements (defined below) and Operating Equipment (defined below) in their Concession Facilities necessary to properly operate quality Concession Facilities at the Terminal Building and that the Concession Facilities are operated in such a manner as to provide high quality products and services to Airport patrons.

C. Operational hours for all newsstand and food and beverage Concession Facilities at the Terminal Building shall be a minimum of 16 hours each day with opening of business at least 30 minutes before the departure time of the first regularly scheduled commercial flight of the day and close of business at least 30 minutes after the departure time of the last regularly scheduled commercial flight of the day, seven (7) days a week. Operational hours for all other Concession Facilities at the Terminal Building shall be from 7:00 a.m. to 10:00 p.m. seven (7) days a week, except as may be otherwise approved or required in writing by Continental. Any individual Subtenant's business hours of operation may be changed from time to time with Continental's prior written approval, such approval not to be unreasonably withheld, as pedestrian traffic warrants and based on the nature of the Concession Facility all to be subject to the requirements of the Terminal C Lease.

D. The Manager shall require high standards of public service from all Subtenants. All Subtenants shall accept at least two (2) nationally recognized credit cards for payment of purchases made within their Concession Facilities.

E. The Manager shall require Subtenants to ensure that all Concession Facilities shall be licensed and maintained in compliance with all applicable local, state and federal rules, Airport regulations and standards. All licenses and fees necessary for the development and operation of the concessions at the Terminal Building shall be the sole responsibility of the Subtenant. Locations involving food and beverage operations at the Terminal Building are subject to periodic inspections by appropriate government agencies. The Subtenants (including CA-One) shall promptly correct or cause to be corrected any deficiencies reported by these agencies or any other government agency having jurisdiction.

F. The Manager shall obligate the Subtenant to maintain and repair all Fixed Improvements and Operating Equipment in its Concession Facilities and keep same in good condition

throughout the period of the Sublease, reasonable wear and tear excepted.

G. The Manager hereby agrees to negotiate Sublease terms that are five (5) years or less (unless longer terms are approved by Continental) while generally allowing each Subtenant sufficient time to fully amortize its Fixed Improvements costs. The Manager, in determining the length of the Sublease, shall attempt to preserve space flexibility, the ability to replace less successful concepts with more productive operations, the ability to keep the Concession Facilities fresh and refurbished and such other relevant factors as may be appropriate or specified by Continental.

H. The following minimum insurance requirements shall be maintained by Manager and are applicable to this Contract:

1. Commercial General Liability

$5,000,000 combined single limit for bodily injury and property damage per occurrence. Coverage must include broad form contractual, property damage, business interruption and extra expense, products completed operations, personal injury, premises liability, independent contractors and subcontractors and fire legal liability. Continental and the Authority shall be named as an additional insured under said policy.

2. Workers' Compensation and Employer's Liability

New Jersey statutory limits for Workers' Compensation and $1,000,000 for employer's liability.

3. Fidelity Coverage

Manager and all officers and employees of Manager 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 Million Dollars ($5,000,000.00) for employee dishonesty coverage against any and all loss, theft, embezzlement or other fraudulent acts on the part of Manager or Manager's employees, and not less than One Million Dollars ($1,000,000.00) for money and securities on or off premises, transit and depositors forgery coverage, indemnifying Continental and the Authority, as obligees, against and any and all loss, theft, embezzlement or other fraudulent acts on the part of Manager or Manager's employees.

I. Market Research and Analysis

Continental and the Authority, determined at the discretion of the Authority, agree to provide to Manager access to market research they have available on the users of the Airport. Any such market research provided by the Authority shall be maintained on a confidential basis by the Parties and shall not be shared with or otherwise communicated to any other third parties without the prior written approval of the Authority. The Manager agrees to utilize this

market research information and any other research the Parties mutually agree to conduct, in order to ensure that concession concepts developed for the Terminal Building closely match the wants and needs of the users of the Airport, thereby having the highest chance of potential success in the Airport market. Manager shall provide the Authority with full copies of the results of all such market survey work. Any additional market survey work agreed to by the Parties shall be conducted by a professional market research firm and the complete survey, including assumptions, survey methodology and source data shall be mutually agreed to by the Parties. The selection of the market research firm, the test methodology and implementation plan for conducting the research at the Airport shall also be subject to the mutual agreement of the Parties. The cost of any additional market survey work mutually agreed upon by the Parties shall be shared equally by the Parties.

J. Marketing and Promotion

1. Joint Marketing Fund. The Manager shall require each Subtenant to contribute to a joint marketing fund including CA-One's food and beverage operations at the Terminal Building. Contributions to said fund (hereinafter referred to as "Joint Marketing Fund") shall be spent on the marketing and promotion of the overall concession operations at the Terminal Building or on any item that may enhance the overall passenger experience at the Terminal Building. Expenses that may be submitted to the Joint Marketing Fund for reimbursement shall include, but not be limited to, direct costs associated with marketing and promotion activities (i.e., costs incurred for the purchase of marketing program creative materials and paid media) and costs associated with marketing program development and day-to-day coordination, either by Manager employees or subcontracted consultants. Marketing programs may include directories, graphics and pamphlets. Subtenant contributions to the Joint Marketing Fund shall be payable monthly and equal to one-half percent (1/2 %) of monthly Gross Revenues, as defined in Article VIII. D. The Subtenant shall pay its contributions each month based upon an estimate of its monthly Gross Revenues, and the Sublease shall include a provision adjusting the amount paid within thirty (30) days after the end of each six (6) month period during the calendar year so that the Subtenant's payment equals 1/2% of its actual Gross Receipts for that six (6) month period.

2. Annual Marketing and Leasing Plan. The Manager shall present an annual marketing and leasing plan for the Terminal Building to Continental which shall propose how to utilize all monies contributed to the Joint Marketing Fund. A copy of such plan shall be provided to the Authority by the Manager. This plan shall be completed and presented annually sixty (60) days prior to the end of each Contract Year, beginning in the first full Contract Year and shall describe the marketing and promotion budget and plans for the next Contract Year. The plan and any proposed changes shall be subject to the final written approval of Continental and the leasing portion of such plan and any proposed changes thereto shall be subject to the final written approval of Continental and the Authority to the extent required by the Terminal C Lease. The plan is subject to further revision and/or modification during the year as approved by Continental and Manager. The Manager further agrees to work with Continental

to implement the plan as submitted, subject to any changes approved by Continental.

K. The Manager shall constantly strive, in cooperation with Continental and the Authority, to improve the customers' perception of price, value, quality and service of the concession operations to be provided under this Contract by implementing the following:

1. Subtenant Selection. Sublease (subject to the prior written approval of the Authority and Continental) the Concession Facilities within Premises to local, regional and national retailers who are comparable to those retailers currently located in major regional malls within the Newark, New York City SMSA or other major airport locations in the United States of America. These retailers must share the commitment to provide high quality operations at competitive prices. This Subtenant selection shall also include the identification of creative and profitable local retailers as well as the DBE operators as defined in Article V. K.

2. Pricing. Establish price/value relationships in each Sublease by including provisions that require pricing that is the same as or directly comparable to average prices for comparable brand retailers in the following three malls in New Jersey: Garden State Plaza, Paramus, New Jersey; Newport Center, Newport, New Jersey; and The Mall at Short Hills, Short Hills, New Jersey. With respect to newsstand Concession Facilities at the Premises, their prices for newspapers, magazines and sundries must be the same as or directly comparable to average prices for comparable brands at local convenience stores, such as 7-Eleven and Quick-Check in the Port of New York District. With respect to duty-free Concession Facilities at the Premises, their prices must be the same as or directly comparable to prices charged in duty-free locations in other airports located in the northeastern region of the United States. The intent is to be able to clearly promote "street pricing" at the Terminal Building so that customers and users do not expect to pay more for products and services at the Terminal Building than they would for average prices in locations outside the Terminal Building. Provisions shall be included in the Sublease which require price adjustments by the Subtenant if the Manager or Continental determine that prices being charged at the Terminal Building are not comparable to the average of prices being charged for the same merchandise at the malls identified above, at local convenience stores with respect to newsstand Concession Facilities or at other northeastern United States airports with respect to duty-free Concession Facilities. Manager, through the use of specialized in-store consulting firms, shall conduct comparative price surveys on a quarterly basis at a minimum to enforce each Subtenant's compliance with the "street pricing" requirements at the Terminal Building.

3. Competitive Market. Strive to maximize the benefits derived from creating and maintaining a "free market," competitive environment. Therefore, to the extent possible, the Manager shall take full advantage of the opportunities to cluster multiple operators in groups to stimulate a competitive environment.

4. Sublease Term. Ensure that the term of each Sublease is commensurate with the Subtenant, the proposed use and the Subtenant's investment.

5. Sublease Assignability. Establish Subleases that are fully assignable by Continental (i) to the Authority and (ii) to any successor operator to Continental in Terminal C in the event of the expiration, termination or assignment of the Terminal C Lease, subject in all events to the prior written consent of the Authority.

6. Sublease Clauses. Define in each Sublease specific concepts to be allowed in the Concession Facilities within the Premises. Significant variations from the approved type of concept and merchandise proposed by Subtenants must be approved by the Manager and Continental. In addition, the Sublease shall contain all the clauses described in Article VIII and XII of this Contract except as otherwise approved by Continental.

7. Monthly Certified Statement. Receive from each Subtenant a detailed Monthly Certified Statement. This report shall be reviewed by the Manager to determine if problems (i.e., inaccuracies) exist. Continental and the Authority shall receive copies of such Monthly Certified Statements from the Manager. The Manager shall be responsible for submitting the Rent and Percentage Rent payments to Continental and the Authority within ten (10) days of the end of the month in which the Rent and Percentage Rent payments are received from Subtenants.

8. Sublease/Subtenant Criteria and Enforcement. The Manager shall ensure compliance by all Subtenants that may now or in the future be covered by this Contract of tenant design standards created by Manager ("Tenant Design Manual"). Such Tenant Design Manual, which will generally detail the condition of the shell space, Subtenant design (including store front design) and signage requirements, building restrictions and other conditions regarding development, will be submitted by Manager to Continental and the Authority within ninety (90) days after the Effective Date and shall be subject to Continental's and the Authority's approval prior to implementation.

9. Assistance to Subtenants. Make available at a minimum to Subtenants the following services:

(a) Management Services. The Manager shall provide general management to Subtenants in the merchandising, marketing, display and maintenance of their Concession Facilities.

(b) Design Presentation. The Manager shall be responsible for presenting all facility designs (including those of Subtenants) to Continental and to obtain all necessary approvals by Continental for the design and construction of all Concession Facilities to be constructed as required by this Contract.

(c) Marketing Coordination. The Manager shall meet with each Subtenant owner/manager not less than once each quarter to discuss the operation, marketing and productivity of the Subtenant's Concession Facilities.

10. Assistance to Continental and Subtenants. Provide services to Continental and the individual Subtenants as more fully described in Article XIII below. The Sublease shall reflect the relative roles and responsibilities as described herein.

L. DBE Subleasing

1. The Manager shall ensure that adequate Concession Facilities are allocated for certified Disadvantaged Business Enterprises (DBEs). Except as required in the CA One Lease with respect to CA One or any successor concession operator pursuant to a contractual agreement, DBE Subtenants (which shall include RMU Subtenants' Gross Revenues) shall represent a minimum of seventeen percent (17%) of the Gross Revenues projected to be generated from the Premises available for Sublease at the Terminal Building by the Manager under this Contract. Each DBE firm or person must be certified by the Authority prior to opening for business by that firm or person. The Manager shall be responsible for ensuring that the Authority receives all information needed to determine whether a firm or person qualifies as a DBE. The Manager commits that it shall use commercially reasonable efforts to ensure that during the Term of this Contract, the Gross Revenues from the Concession Facilities subleased to DBEs in relation to the Gross Receipts from all the Concession Facilities within the Premises in the Terminal Building under this Contract shall not fall below seventeen percent (17%) or such other minimum DBE participation rate as may be required under the appropriate federal statutes and federal regulations promulgated thereunder.

2. To qualify as a DBE, the firm must be a small business whose average annual receipts for the preceding three (3) fiscal years do not exceed $30.0 million, and it must be (a) at least 51% owned and controlled by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 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 and 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. The 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) Blacks (a person having origins in any of the black racial groups of Africa);

(c) Hispanics (a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);

(d) Portuguese (a person of Portuguese, Brazilian, or other Portuguese culture or origin, regardless of race);

(e) American Indian, Hawaiian and Alaskan native (a person having origins in any of the original peoples of North America);

(f) 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);

(g) Asian-Indian American (a person having origins in any of the original peoples of India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands or Nepal);

(h) 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. § 637(a)).

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 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.

M. If any Subtenant is in default of or has otherwise breached any of the provisions of the Sublease or this Contract, Manager shall take such commercially reasonable action (including the filing of an appropriate lawsuit, if approved by Continental and the Authority and in the name of Continental at Continental's expense) as is necessary to cause Subtenant to promptly cure the default or breach or otherwise to vacate the Concession Facilities and return the Concession Facilities to Continental along with payment to the Manager (for the benefit of Continental and the Authority) of all sums due and payable under the Sublease and this Contract, including all fees, costs, penalties and late charges.

N. The Manager shall during the Phasing Stage incur a minimum contribution of Seven Hundred Sixty-Five Thousand Dollars ($765,000) ("Minimum Contribution") and a maximum contribution of Nine Hundred Thousand Dollars ($900,000) ("Maximum Contribution") towards the redevelopment of certain Building Improvements to accommodate new Subtenants and redemise certain existing space and take other actions as deemed necessary by Continental and Manager, including the installation of any necessary utilities to support the RMU program (described in subparagraph "O" below) and certain Building

Improvements as represented by Exhibit F, except those improvements required to be made by and at the sole cost of CA-One or other prospective Subtenants. Manager will not exceed the Maximum Contribution without the written approval of Continental. In the event additional funds are required to be invested in excess of the Maximum Contribution, Manager shall prepare a cost estimate including detailed description of the change request to be submitted to Continental and the Authority for approval. However, Continental shall have the option at its discretion to approve or disapprove such expenditure based on the facts, circumstances and value to be added by such expenditure. Details of the Maximum Contribution are set forth in Exhibit F.

If the final building investment relative to implementation of the Terminal C Project exceeds the Maximum Contribution by an additional amount not to exceed Nine Hundred Thousand Dollars ($900,000) with Continental's and the Authority's consent as provided above (such approved excess amount hereinafter called the "Approved Excess Maximum Contribution"), Manager shall be reimbursed for this Approved Excess Maximum Contribution, plus interest at the then current prime rate, over a period not to exceed the initial 3 year period of the Management Stage provided that Manager has documented such expenses. Manager shall request such reimbursement only after full completion of the subject Building Improvements and by a complete submission to Continental and the Authority of all substantiating documentation (e.g., as to costs actually incurred therefor). Such reimbursement shall commence only after Continental and the Authority have confirmed to their satisfaction that the substantiation documentation is acceptable, pursuant to the following procedure. Continental and the Authority shall review Manager's submission within 60 days after receipt and shall advise Manager in writing on or before the expiration of such 60 day period to the extent to which the submission is acceptable, incomplete or unacceptable. If incomplete or unacceptable, Manager shall thereafter provide whatever additional documentation or information requested by Continental and the Authority and Continental and the Authority shall review same within 30 days of receipt. This 30 day review process shall continue until Continental and the Authority are satisfied with Manager's submission. However, reimbursement may commence after the initial 60 day period described above to the extent the dollar amount of any portion of the Approved Excess Maximum Contribution has been found to be complete and acceptable to Continental and the Authority. Reimbursement of any balance remaining of the Approved Excess Maximum Contribution shall only occur after Continental and the Authority have provided written notice of satisfaction with outstanding items to which such remaining balance relates. All reimbursements are subject to financial audits by Continental and the Authority, such audits shall be conducted within 6 years. Manager shall recover such Approved Excess Maximum Contribution in equal, consecutive monthly installments, payable solely from the Subtenants' "Minimum Annual Guaranteed Rent" and "Percentage Rent" to be mutually determined by Continental and Manager commencing after approval has been received from Continental and the Authority. In the event the Subtenants' "Minimum Annual Guaranteed Rent" and "Percentage Rent" are not sufficient to completely reimburse Manager during such 3 year period, the period will be extended until such time as Manager has been fully reimbursed from the Subtenants' "Minimum Annual Guaranteed Rent" and "Percentage Rent".

In the event the final building investment is less than the Minimum Contribution, such savings below this amount shall be paid to Continental and the Authority within 30 days of the commencement of the Management Stage, with Continental and the Authority each receiving a fifty percent (50%) share of any such savings.

Manager shall prepare standard design and engineering documents (subject to Continental's and the Authority's approval) pursuant to the standards set forth in Article VII below required to construct the Building Improvements to implement the Terminal C Project subject to the scope of work as set forth in Exhibit G and detailed construction estimate set forth in Exhibit H. The cost associated with this design work shall be the responsibility of Manager.

Within ninety (90) days after the completion of the construction of all Building Improvements utilizing Manager's funds as described in this Article V. N., the Manager shall submit to Continental and the Authority a statement of the total construction costs which it has certified as correct.

Continental or an independent professional firm retained by Continental may audit costs associated with the construction, modification or renovation of the Premises. In this regard, Continental and/or its auditing firm shall have the right, upon fifteen (15) calendar days advance request by Continental for a period of up to six (6) years after the completion of the Terminal C Project 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 Manager's obligations described above in this Article V. N. 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 any Subtenant who shall be obligated under its Sublease to make all construction records available to Continental at the Manager's office for examination, audit or reproduction upon fifteen (15) days advance request by Continental. The Manager acknowledges the right of the Authority to the same examination, audit and reproduction rights given to Continental in this paragraph.

O. The Manager shall implement a program to design, fabricate, install, lease, manage and promote an RMU program within the Terminal Building as part of the Terminal C Project. Manager will be permitted to install up to 30 RMUs within the Terminal Building (at an estimated investment by Manager of $15,000.00 per RMU unit) at locations which are selected by Manager, subject to the review and approval of such locations by Continental and the Authority. The specific number of RMUs in operation at any time and from time to time will vary during the Term of this Contract as determined by Manager; however, Continental has the right to require Manager to relocate any RMUs in Continental's discretion if Continental determines that such RMU impedes or in any way hampers optimal passenger flow through the Terminal Building. The cost associated with the design, fabrication and installation of the RMUs shall be the sole responsibility of Manager. The RMU program will

be implemented during the construction-phasing period set forth on Exhibit C to supplement the merchandise offered during the Subtenant relocation process and the RMU program shall remain in place during the Term of this Contract. All approvals required to be given by Continental with respect to the RMU program shall be given to Manager in writing within 30 days of the date of a written request for approval. If no response is received from Continental on or before the expiration of the 30-day period, then Continental's approval shall be deemed given.

P. Manager shall maintain a separate account for the handling of Subtenants' deposits into a Joint Marketing Fund. This account shall be used for the payment of approved expenses incurred for the implementation of the approved joint marketing, advertising and promotional program. Any remaining monies in the Joint Marketing Fund at the end of a Contract Year shall be carried over to the next Contract Year, and any monies remaining at the expiration and/or termination of this Contract shall be returned to Continental for marketing purposes. Manager shall prepare a monthly report of the Joint Marketing Fund. Copies of this report shall be furnished to Continental within thirty (30) days after the end of each month during the Term of this Contract.

ARTICLE VI. OBLIGATIONS OF CONTINENTAL

A. Subject to the provisions of Article VII. B. 2. and the terms of the Terminal C Lease (which Terminal C Lease controls and governs in all respects), Continental at its sole cost and expense shall provide reasonable and normal amounts of electrical, steam, water, air conditioning, chilled water and sewage services to all of the Concession Facilities within the Premises. No Subtenant (except for CA-One and its food and beverage Subtenants) will be responsible for paying any fees and costs associated with the use and consumption of the above-described utilities and services. CA-One and its food and beverage Subtenants shall be responsible for paying all fees and costs associated with the connection of all utilities and related to the use and consumption of the above-described utilities and services as more particularly set forth in the CA-One Lease.

B. To the extent required by the Terminal C Lease, Continental shall keep in good repair the roof, structures, foundation and all elements of the Terminal Building that are not within the repair and maintenance responsibility of any Subtenant or the Authority (pursuant to the Terminal C Lease).

C. Continental shall approve the Tenant Design Manual applicable to all Subtenant Concession Facility spaces within thirty (30) days of submission by Manager.

D. Notwithstanding the fact that Continental does not have any obligations to Subtenants to make further improvements to the Concession Facilities, Continental shall have the right to perform the safe removal, encapsulation, enclosure or other disposition of asbestos material, polychlorinated biphenyls or other hazardous or toxic materials that exist within the Concession Facilities as of the date Subtenant takes possession of the Concession Facilities.

Continental will remediate or remove (or pay for) any such asbestos materials, polychlorinated biphenyls or other hazardous or toxic materials that Continental, determines in its reasonable discretion, is necessary for the Subtenant's construction of Fixed Improvements and other construction activities necessary to complete Subtenant's build-out of the Concession Facilities. At Continental's option, Continental shall be responsible for the required remediation or removal thereof or, if Continental elects not to perform any such required remediation or removal, Continental shall reimburse the Subtenants for all reasonable costs associated with the safe removal, encapsulation, remediation, enclosure or other disposition of any asbestos material, polychlorinated biphenyls or other hazardous or toxic materials in existence within the Concession Facilities that are deemed necessary to be removed or remediated as above provided. Costs eligible for reimbursement are limited to those types of costs specified in Article X. D. herein. As between Continental and the Manager, the Manager shall have no responsibility or liability for the remediation or removal of any such asbestos material, polychlorinated biphenyls or other hazardous or toxic materials other than coordination between Continental and the appropriate Subtenant except as provided in Article IV. E. above.

E. If any portion of a Subtenant's Concession Facilities, Fixed Improvements or Operating Equipment is damaged by the negligence of Continental or its officers, employees or agents, Continental shall reimburse the Subtenant for the repair costs of such damage to the extent not covered by the Subtenant's insurance (or required to be covered by the Subtenant pursuant to its Sublease).

F. If Continental's approval or consent is required hereunder, Continental shall respond within sixty (60) days of receipt of a notice or request unless a different time period is stated herein.

ARTICLE VII. DEVELOPMENT OF CONCESSION FACILITIES AND SERVICES

A. Thirty (30) days following the Effective Contract Date, the Manager shall be responsible for the development, leasing, managing and marketing of the Concession Facilities within the Premises at the Terminal Building on behalf of Continental. The Manager shall lease all Concession Facilities within the Premises (other than those operated or to be operated by or through CA-One) in the Terminal Building as necessary to provide the best possible service to the traveling public.

B. The Parties shall cooperate in a mutual effort to provide the users of the Terminal Building with the type, quality and variety of products designed to meet Continental's goals and objectives as described in Article III. C. The Parties further agree to cooperate in the planning and design of Concession Facilities in the Premises so that these Concession Facilities will be comparable to the specialty retail operations, food and beverage operations, duty-free operations and newsstand operations currently located in the Port of New York District. To accomplish these objectives, the Manager shall comply with the following procedures for the development of Concession Facilities and services at the Terminal Building.

1. Master Concept Merchandising Plan

The Parties have agreed to a "Master Concept Merchandising Plan" for the Terminal Building attached hereto as Exhibit B.

2. Building Improvements and Subtenants Fixed Improvements

All Subleases shall require Subtenants to take possession of the Concession Facilities as per Manager's Project Transition Schedule in an "as-is", "where-located" condition except with respect to Hazardous Materials as described in Article VI. D. above. Food and beverage, newsstand, duty-free and foreign currency Subtenants must agree to bring all utility services to the Concession Facilities from the existing location of such relevant utility services within the Terminal Building and all specialty retail Subtenants will have utility services brought adjacent to their Concession Facilities by Manager consistent with the applicable terms and provisions of the Terminal C Lease. All Subtenants must agree to build improvements to the Concession Facilities in accordance with the following provisions, collectively referred to as "Subtenant's Work." Subtenant's Work shall include, but is not limited to, all work on the Concession Facilities as it exists after Manager's Work (described below), including for food and beverage, newsstand, duty-free and foreign currency Subtenants all costs to move utilities from the existing location of such relevant utilities within the Terminal Building consistent with the applicable terms and provisions of the Terminal C Lease. "Manager's Work," based on Manager's Phasing Scope Summary included on Exhibit C, shall include only the following: (i) demolishing all existing structures if required, (ii), removing all construction debris, (iii) contribution to certain construction activities of Continental pursuant to Article V. N. above.

Preliminary plans and/or drawings and specifications prepared by Subtenant's architect or engineer, with respect to Subtenant's Work must first be reviewed and approved by Manager, and Manager will then promptly forward them to Continental and the Authority for review and approval, and Continental agrees that its approval shall not be unreasonably withheld or delayed (the "Preliminary Plans"). Subject to the Project Transition Schedule, Subtenant shall, at its expense, prepare working drawings (the "Building Plans") which will govern Subtenant's Work. The Building Plans shall be prepared substantially in accordance with and inferable from the specifications ("Specifications"). When completed, the Building Plans shall be submitted first to Manager and then by Manager to Continental and the Authority for their approval, and Continental agrees that its approval shall not be unreasonably withheld or delayed. In the event of disapproval either by Manager, Continental, or the Authority, Subtenant shall revise the Building Plans and shall re-submit them to Manager, who will resubmit them to Continental and the Authority. Tenant may from time to time make minor variations to the Building Plans provided same (i) do not reduce the structural soundness of the Subtenant's Concession Facilities, (ii) are in all respects in compliance with applicable law, municipal ordinances, building codes and permits, the Tenant Design Manual and the Authority's TAA process and (iii) otherwise conform to the terms and conditions set forth in the Specifications and provided that any changes to the Building Plans which will affect the structural integrity or alter the exterior of Subtenant's Concession Facilities, shall require Continental's and the Authority's prior written consent thereto, which consent shall be determined in their sole and absolute

discretion. Review and any approval of Building Plans and Specifications shall not constitute a representation or warranty by Manager, Continental and the Authority that such Building Plans and Specifications are adequate for any purpose, and Manager, Continental and the Authority assume no liability in connection therewith. If Manager, Continental and the Authority do not provide a response within the said thirty (30) day period, the Building Plans will be deemed to be disapproved.

3. In the event Subtenant fails to submit the Building Plans and Specifications or a revision thereof, at the times required herein, then Manager or Continental shall have the right to terminate the Sublease, effective thirty (30) days after Subtenant's receipt of written notice of such failure from Manager, provided that within such thirty (30) day period, Subtenant shall have the right to completely cure such failure within such period, in which event, the cancellation shall be null and void, and the Sublease shall continue in full force and effect.

4. After approval of the Building Plans and Specifications, Subtenant shall apply for and diligently pursue, at Subtenant's expense, any "Permits" (hereinafter defined) necessary to perform Subtenant's Work. If Subtenant has proceeded with due diligence and used its best efforts to obtain the Permits but shall have failed to obtain the Permits, and such failure cannot be cured by the making of any reasonable changes in the Building Plans or Specifications which would permit Subtenant to proceed with Subtenant's Work, Subtenant shall notify Manager, and Manager shall have, at its option and at no cost, the right to attempt to obtain the Permits for the account of Subtenant. In the event Manager elects not to seek the Permits, Manager shall notify Subtenant. In the event Manager is successful in obtaining the Permits, the Subtenant's construction schedule, to the extent the time periods are affected shall be extended for a period of time from the date of Subtenant's notice and the date Manager obtains the Permits. In the event Manager has not succeeded in obtaining the Permits within ninety (90) days after Subtenant's notice or if Manager elects not to pursue obtaining the Permits, the Sublease shall terminate, effective upon receipt of notice by either party to the other, and all rights and obligations thereafter accruing under the Sublease shall cease and come to an end, except that Subtenant shall pay any Rent that may be due and payable pursuant to the provisions of the Sublease.

5. The term "Permits" in connection with construction shall mean the Authority's "TAA" process and any and all final unconditional permits, approvals, consents, certificates or licenses necessary to commence and complete Subtenant's Work, (and/or any "Alterations", as defined in Article XIX hereof), including, but not limited to, zoning, building code and environmental requirements, and site plan approvals, sign permits, and construction, development and use permits.

(a) Subtenant shall, after satisfaction of all "Legal Requirements" (hereinafter defined) and the obtaining of the Permits, commence, and proceed with due diligence, to perform Subtenant's Work in accordance with the Building Plans and Specifications and complete Subtenant's Work during the period provided on the Subtenant's construction schedule. The term "Legal Requirements" means all laws, ordinances, requirements, orders, directions, certificates of occupancy, rules and regulations of federal, state, county and local governments and of all other governmental authorities including, without limitation, the

Authority having jurisdiction thereof, now or hereafter applicable to the Premises, the Terminal Building or the Airport, as the case may be.

(b) Subtenant shall perform Subtenant's Work in a good and workmanlike manner under the supervision of a licensed architect or engineer and in all respects in accordance with applicable Legal Requirements and the Permits.

(c) Subtenant in the performance of Subtenant's Work shall comply with the following requirements:

(i) Representatives of Manager and Subtenant, which representatives shall be designated in writing by each party to the other, shall establish and attend on-site progress meetings with such periods of frequency during the period of construction, as may be mutually agreed between Manager and Subtenant, but no less frequently than monthly.

(ii) Subtenant shall perform Subtenant's Work so as not to:

(a) Unreasonably interfere with any other construction being performed at the Terminal Building or at the Airport;

(b) Unreasonably impair the use, occupancy or enjoyment at the Terminal Building or at the Airport by Manager, Continental, the Authority, other Subtenants or customers.

(iii) Subtenant shall:

(a) Take all safety measures required to protect the Airport and the Terminal Building from injury or damage caused by or resulting from the performance of Subtenant's Work.

(b) Defend, protect and indemnify Manager, Continental, the Authority, other Subtenants or customers harmless 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, or in connection with, or as a result of such construction.

(c) Repair any damage to the Airport or to the Terminal Building as a result of Subtenant's Work.

(d) Obtain itself and require all contractors and subcontractors to obtain insurance coverage and suretyship, including payment and performance bonds or letters of credit which are satisfactory to Manager, Continental and the Authority.

(e) Require that all contractors and subcontractors comply with all Legal Requirements and Permits.

Food and beverage Subtenants will move, locate, relocate or install, as the case may be, all utility services from any existing location, if any, at Subtenant's cost, which will provide the following utility services for Subtenant's connection to the Subleased Premises: gas, electric, domestic cold water, chilled water, telephone and sanitary sewer, to the extent required, in accordance with the Specifications. Subtenant, at its cost, will connect to, and arrange for service from each utility company servicing the Concession Facilities within the Premises. Subtenants shall be responsible for providing and for paying for charges for temporary utilities required by Subtenant during the course of Subtenant's Work. Manager and Continental shall cooperate with Subtenant in arranging for such temporary utilities.

Subtenant shall keep Subtenant's Concession Facilities within the Premises and the Airport and the Terminal Building free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by or for Subtenant. Subtenant shall, within thirty (30) days following the imposition of any such lien, cause the same to be released of record by payment or posting of a bond or by causing a reputable national title insurance company to "insure over" any and all such liens. Subtenant shall defend, protect, indemnify and hold Manager, Continental and Authority harmless from and against all mechanics', materialmen's, and laborers' liens and all claims arising from or in connection with Subtenant's Work. Upon Subtenant's failure to take action as above provided, the Manager or Continental shall have the right (at their sole option), after the giving of notice and the expiration of the applicable grace period (or a reasonably shorter period in the case of an imminent threat of foreclosure), at the cost and expense of Subtenant (plus interest at the Prime Rate defined in Article VIII. I.), to take any action above provided. Subtenant shall reimburse Manager or Continental, as applicable, for such costs, expenses and accrued interest within fifteen (15) days after demand therefor.

C. Certification of Construction Costs.

1. Within ninety (90) days after the completion of the construction of each Subtenant's Concession Facility, the Subtenant shall submit to the Manager a statement of the total construction costs which it has certified as correct. The Manager shall submit said documentation to Continental within twenty (20) business days of receipt.

2. Continental or an independent professional firm retained by Continental may audit costs associated with the construction, modification or renovation of each Concession Facility within the Premises. In this regard, Continental and/or its auditing firm shall have the right, upon fifteen (15) calendar days advance request by Continental for a period of up to six (6) years after the completion of each Concession Facility 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 Subtenant's Work pursuant to the 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 the Subtenant who shall be obligated under its Sublease to make all construction records available to Continental at the Manager's office for examination, audit or reproduction upon fifteen (15) days advance request by Continental. The Manager acknowledges the right of the Authority to the same examination, audit and reproduction rights given to Continental in this paragraph.

D. Authority's T.A.A. Process Controls.

In the event of any ambiguity or conflict between the foregoing provisions of this Article VII and the Authority's TAA process, the Authority's TAA process shall control and supersede.

ARTICLE VIII. RENTAL COLLECTION AND PAYMENT OF FEES

A. In consideration of the rights and privileges to be granted to the Subtenants, the Manager shall provide that each Sublease contain the following payment provisions:

1. The Subtenant shall pay Minimum Annual Guaranteed Rent and/or the Percentage Rent, as defined herein. The Minimum Annual Guaranteed Rent (hereinafter referred to as "Rent") shall be a fixed dollar amount per square foot of Premises. Such minimum Rent shall be established for each year of the Sublease. One-twelfth (1/12) of the Rent shall be paid to the Manager for the benefit of Continental and the Authority in advance and without demand on the first day of each calendar month. For any period less than a full calendar month, the Rent shall be prorated. The Rent shall be deemed delinquent if payment is not received by the Manager by the fifth (5th) calendar day of the month.

2. Rent based upon a percentage of Gross Revenues (hereinafter referred to as "Percentage Rent") generated by each concession operation as established in each Sublease. Percentages and applicable breakpoints may be structured in any way acceptable to Continental and the Authority in their discretion. By no later than the fifteenth (15th) day after the beginning of the second month of the Sublease and each calendar month thereafter during the term of the Sublease, the Subtenant shall pay to the Manager without demand or invoice by the Manager, a sum of money equal to the amount by which the Percentage Rent exceeds the monthly breakpoint. In the event the Percentage Rent for the month does not exceed the monthly breakpoint, then no Percentage Rent shall be due. For any period less than a full calendar month, the Percentage Rent and monthly breakpoint amount shall be prorated. Percentage Rent payments, if due, shall be deemed delinquent if not received by the fifteenth (15th) calendar day of the month immediately following the month for which Percentage Rent is due.

(a) Additional Payment if Percentage Rent Underpaid. If the Annual Certified Statement provided by the Subtenant to the Manager (copies of which shall be forwarded by the Manager to Continental and the Authority) pursuant to Article VIII. E. herein with respect to any Contract Year indicates that the amount of Percentage Rent which Subtenant actually paid to Manager with respect to such Contract Year was less than the amount of Percentage Rent due and owing for such Contract Year under the terms of its Sublease, then the Subtenant shall pay the Manager the difference at the same time it provides the Annual Certified Statement to the Manager (copies of which shall be forwarded by the Manager to Continental and the Authority).

(b) Credit if Percentage Rent Overpaid. If the Annual Certified Statement provided by the Subtenant to the Manager (copies of which shall be forwarded by the Manager to Continental and the Authority) pursuant to Article VIII. E. herein with respect to any Contract Year indicates that the amount of Percentage Rent which Subtenant paid to the Manager was greater than the annual amount of Percentage Rent due and owing for such Contract Year under the terms of the Sublease, then the amount of such excess shall, at the option of the Manager (with the approval of Continental), either be paid in a lump sum within a sixty (60) day period or credited to the Percentage Rent next due and owing from the Subtenant to the Manager, unless the Sublease has expired, in which event such amount shall be promptly refunded by Continental (through the Manager) to the Subtenant.

(c) Proration for Portion of Contract Year. For purposes of paying the Rent and Percentage Rent due for any portion of a Contract Year, the Rent and Percentage Rent shall be prorated on the basis of actual number of days in such portion of said Contract Year in which the Subtenant was conducting business in the Concession Facilities.

3. A maintenance support charge (hereinafter referred to as "Maintenance Support Reimbursement Charge") to reimburse Manager or its designee for reasonable costs associated with facilities and services provided (i) in receiving, storing, controlling, delivery to the loading dock and accounting for Subtenant's merchandise and supplies, (ii) for maintaining, operating and staffing the loading dock and escort service that will service all Subtenant Concession Facilities and (iii) for staffing, maintenance, operating, cleaning, replacement of furniture, lighting, equipment and other fixtures in all food and beverage or food court locations shall be imposed. The charge will be established by the Manager and shall be calculated by Manager and charged on an equitable basis to all Subtenants; provided, however, the charge related to (iii) above shall only be charged by Manager on an equitable basis to the applicable food and beverage Subtenants. Manager understands and agrees that the Maintenance Support Reimbursement Charge cannot include a fee for Manager's administrative overhead expenses and profits. Manager shall not be entitled to subcontract performance of the foregoing services to any of Manager's subsidiaries or affiliates without the prior written consent of both Continental and the Authority and if so requested by Manager during the Term of this Contract, the terms of any such subcontracts with a subsidiary or affiliate of Manager shall be on terms acceptable to both Continental and the Authority determined in their respective discretion.

4. A Joint Marketing Fund contribution to be used to implement the comprehensive marketing and promotion plan described in Article V. J. above. The amount of the contribution shall be payable monthly and equal to one-half percent (1/2%) of an estimate of monthly Gross Revenues. The Sublease shall include a provision adjusting this amount within thirty (30) days of the end of each six (6) month period of the calendar year based on actual Gross Receipts for that six (6)-month period.

5. Thirty (30) days after the Effective Contract Date, the Manager shall assume responsibility for the rent collection, marketing and management of those existing concession contracts. The terms and conditions of said concession contracts shall remain in effect until their expiration, amendment, assignment or termination. However, Continental shall direct the concession operators to submit their rental payments directly to the Manager on behalf of Continental and the Authority beginning with the first full month following the thirty (30) day period after the Effective Contract Date.

6. The Manager shall remit to Continental and the Authority within 10 days of the last day of each month the following, less appropriate Manager Fees as described in Article VIII. L. :

(a) Any and all Rent received from the Subtenants. Rent is payable from Subtenants by the 1st of each month.

(b) Any and all Percentage Rent received from the Subtenants. Percentage Rent is payable by the 15th day following the end of the month for which Percentage Rent is due.

(c) Any and all other payments (not described in this subparagraph 6) received from Subtenants to the extent the same do not constitute actual pass-through charges for expenses actually incurred by Continental.

(d) Any and all Joint Marketing Fund contributions received from the Subtenants that are not expended by Manager only in the case of expiration or termination of this Contract shall be paid by Manager only to Continental and shall be used by Continental to promote the concession program and Concession Facilities within the Terminal Building.

(e) Manager shall hold any amounts properly payable to Continental and the Authority hereunder in trust for Continental and the Authority, and such amounts shall not be deemed to be the property of Manager in any circumstance.

7. Any funds due to Continental from any Subtenant and/or the Manager under this Contract and not paid to Continental by the Manager will, subject to any notice and cure periods as herein provided, result in the Manager's Default as defined in Article XVI. Any funds received late by Continental shall be subject to the same Late Charges as defined in Article IX. I.

B. During each month of the Term of this Contract, the Subtenants shall forward a Monthly Certified Statement as illustrated in Exhibit I to the Manager (copies of which shall be forwarded by the Manager to Continental and the Authority), certified as true and complete by an authorized official of the Subtenant, which documents the total Gross Receipts derived by the Subtenant during the previous calendar month. This statement shall be in the format shown in Exhibit I and shall show Gross Revenues and Percentage Rent payable by individual Concession Facility location.

C. The Monthly Certified Statement shall be provided to the Manager (copies of which shall be forwarded by the Manager to Continental and the Authority) by no later than the fifteenth (15th) calendar day of the month for the prior month's activity, and a copy of each statement shall be forwarded to Continental and the Authority within ten (10) days of the last day of the following month.

D. The term "Gross Revenues" is defined as all monies paid or payable to Subtenant or any licensee, franchisee, concessionaire, sub-Subtenant, assignee or permittee for sales made and services rendered at or from the Concession Facilities, regardless of when or where the order therefor is received and outside the Concession Facilities, if the order therefor is received at the Concession Facilities, including but not limited to, sales on credit, deposits, insurance proceeds paid due to loss of gross earnings because of business interruption and the spread earned on any exchange or foreign currency transaction whether for an exchange service or for merchandise, except that the following exclusions from Gross Revenues shall apply:

1. Federal, state, county and municipal sales taxes charged (and actually paid by the Subtenant) on the Subtenant's sales from the Concession Facilities if separately stated.

2. Receipts in the form of refunds from or the value of merchandise, supplies or equipment returned to shippers, suppliers or manufacturers.

3. The amount of any cash or quantity discounts received from sellers, suppliers or manufacturers (but retail display allowances shall not constitute exclusions hereunder).

4. Customary discounts given by the Subtenants on sales of products to employees of Continental, the Airport, airline lessees, other individuals employed at the Airport and including customary discounts to their own employees provided that the amount given as a discount is separately stated and that such exclusion for discounts given to the Subtenants' own employees shall not exceed one percent (1%) of any Subtenant's Gross Revenues in any Contract Year.

5. Other than expressly set forth above, receipts from insurance proceeds received as a result of a loss or casualty.

6. Gratuities for services rendered by employees of Subtenant.

7. Gross Revenues from a separate and distinct business (other than that covered by this Contract or a Sublease pursuant to this Contract at the Terminal Building for which Subtenant is paying Rent).

E. Subtenant Annual Certified Statement. The Manager shall require that within sixty (60) days after the end of each Contract Year, the Subtenant at its own expense shall provide a schedule of Gross Revenues, Rent, Percentage Rent and other fees and charges paid under the Sublease. Said Annual Certified Statement as illustrated in Exhibit I shall be prepared by the

Subtenant's independent certified public accountant (CPA) stating that, in its opinion, the Gross Revenues, Rent, Percentage Rent and other payments paid by the Subtenant to the Manager during the preceding year, pursuant to the Sublease were made in accordance with the terms of this Contract and the Sublease and that the statements were prepared in accordance with Generally Accepted Accounting Principles ("GAAP"). Such Annual Certified Statement shall contain a list of the Gross Revenues as shown on the books and records of the Subtenant that were used to compute the Percentage Rent payments made to the Manager during the period covered by the statement. The Manager retains the right to approve the Subtenant's selection of a CPA. Notwithstanding the requirement of a CPA, if the Subtenant is a DBE or is a public company (including subsidiaries and affiliates thereof) whose stock is traded on a national exchange or is a company whose financial statements are audited at least annually by a nationally recognized firm of public accountants, then the Annual Certified Statement will be acceptable to Continental, absent manifest error, if it is certified by an officer of the Subtenant.

F. Monthly Certified Statements. The Manager shall provide its Monthly Certified Statement ("Managers Monthly Certified Statement") to Continental and the Authority by the thirtieth (30th) day after the expiration of the month covered by the report summarizing all Rentals and Percentage Rentals collected, less any and all fees retained by the Manager and payments made to Continental and the Authority for the previous month's Rent and the month prior to that for the Percentage Rent.

G. Annual Certified Statements. Within ninety (90) days following the end of each Contract Year, the Manager shall provide to Continental and the Authority schedules of Gross Revenues, Rent, Percentage Rent and any other payments received by the Manager from the Subtenants less any and all fees retained by the Manager ("Manager's Annual Certified Statement") for the Contract Year. Said Manager's Annual Certified Statement shall be certified as correct by an officer of Manager.

H. Payments. Payments by the Manager shall be made in U.S. Dollars. Payments and statements shall indicate the purpose for which payment is being made and will be wire-transferred to both Continental and the Authority. Payments sent by the Manager shall be allocated as follows and wire transferred to Continental and the Authority in accordance with wire transfer instructions received in writing from Continental and the Authority.
All Rents and Percentage Rents shall be allocated as follows:

(a) From food and beverage Subtenants, 80% to Continental and 20% to the Authority.

(b) From all other Subtenants except food and beverage Subtenants, 50% to Continental and 50% to the Authority.

I. Late Charges. Any payments due to the Manager and/or Continental under the Sublease that are not received within fifteen (15) days from the date due shall be subject to a late payment charge on the total amount past due at the prime rate of interest as published in the Wall

Street Journal or successor publication ("Prime Rate") ("Late Charges"), but in no event shall any Late Charges exceed the applicable lawful rate of interest allowed under the laws of the State of New Jersey. Late charges due and payable by the Manager to the Authority shall be as set forth in the Authority's permit agreement.

J. Utilities Payments. Notwithstanding the provisions of Article VI. A., should any Subtenant require utility services over and above those described in the Tenant Design Manual, the Subtenant shall pay directly for the costs of extending those additional utilities to the Concession Facilities, subject to the applicable terms and provisions of the Terminal C Lease. In addition, the Subtenant shall pay for all such excess utilities consumed within the Concession Facilities immediately upon receipt of an invoice from the Manager, Continental or the Authority. Where possible, in those cases where the Subtenant is paying for additional utilities, utility consumption shall be determined by separate metering. If separate metering is not possible or economically feasible and if the Parties are unable to mutually agree upon the Subtenant's approximate monthly usage of such extra utilities, the Manager, Continental shall make a reasonable equitable determination to calculate the amount owed by the Subtenant.

K. Audit and Recordkeeping

1. The Parties and the Authority shall have the right at any time within six (6) years after receipt of the Subtenant's Annual Certified Statement as described in Article VIII. E. herein to have the books and records of the Subtenant audited by a CPA of Manager's, Continental's or the Authority's choice; and, in the event that such audit shows the Subtenant's Gross Revenues as reported by said Annual Certified Statement to be more than three percent (3%) in error, detrimental to Continental, the Subtenant shall reimburse the Authority, Manager and/or Continental's expenses associated with the audit. Any additional Percentage Rent found due by such audit shall be paid to the Manager within thirty (30) days and shall bear interest at the then current Prime Rate from the date such payment was due until paid. If the audit shows that the Subtenant has overpaid Continental, the Subtenant may deduct such overpayment from the next Percentage Rent payment due to Continental.

2. The Subtenant shall maintain records of its Gross Revenues for a period of six (6) years following the end of each Contract Year, and such records shall be available to the Parties and the Authority for audit or review on request during this period of time. If Manager, Continental or the Authority does not audit the records within six (6) years after the end of that Contract Year, those records shall be considered adequate or closed except in the case of fraud and/or willful errors such six (6) year limitation clause shall not apply.

3. Continental and the Authority shall have the right at any time within six (6) years after receipt of the Manager's Annual Certified Statement to have the books and records of the Manager audited by a CPA of Continental's or the Authority's choice; and, in the event that such audit shows the Manager's payments to be more than three percent (3%) in error, detrimental to Continental or the Authority, the Manager shall reimburse Continental or the

Authority for the appropriate party's expenses associated with the audit. Any additional funds found due by such audit shall be paid to Continental and/or the Authority, as appropriate, within thirty (30) days of receipt of a written request supported by all audit materials and shall bear interest at the then current Prime Rate from the date such payment shall have been paid as determined by the audit until paid. If the audit shows the Manager has overpaid Continental and/or the Authority, Manager may deduct such overpayment from the next payment due Continental and/or the Authority, as appropriate.

4. As between the Manager and the Authority, in the event of any ambiguity or conflict between the foregoing provisions of this paragraph K and the audit and record keeping requirements set forth in the Authority's permit agreement, the provisions of the Authority's permit agreement shall control and supersede.

L. Fees to the Manager

For purposes of this Article VIII. L., the term Gross Revenues shall exclude those Gross Revenues of any Subtenant when such Subtenant is in monetary default under the Sublease. During specific periods of time when a Subtenant is in monetary default (to the extent proportionately, of such default, if a partial default), the Subtenant's gross sales (on such proportionate basis if a partial default) for that period will be excluded from Gross Revenues for purposes of calculating the fees due Manager for the applicable month(s) to which the monetary default relates and, on an annual basis, for the Contract Year in which the monetary default occurs; provided, however, any such excluded gross sales shall be included in Gross Revenues for the applicable month(s) and Contract Year(s) when the default is cured by collection of delinquent amounts. In consideration for the services provided under this Contract, commencing on the Contract Date, the Manager shall be due the following fees from all Gross Revenues generated from all of the existing and to-be-developed Concession Facilities within the Premises to be developed, leased, managed and marketed by Manager pursuant to this Contract in the Terminal Building:

1. One percent (1%) of all Subtenant Gross Revenues generated in the Terminal Building between No Dollars ($0.00) and Thirty-Eight Million Dollars ($38,000,000.00) in any Contract Year; plus,

2. One and three-quarters percent (1.75%) of all Subtenant Gross Revenues generated in the Terminal Building between Thirty-Eight Million and 01/100 Dollars ($38,000,000.01) and Fifty-Six Million Five Hundred Thousand Dollars ($56,500,000.00) in any Contract Year; plus,

3. Four percent (4%) of all Subtenant Gross Revenues generated in the Terminal Building in excess of Fifty-Six Million Five Hundred Thousand Dollars ($56,500,000.00) in any Contract Year; plus,

4. Fifty percent (50%) of the total Rent and Percentage Rent generated and received from the RMU program in the Terminal Building (Rent for any RMU shall not be less than fifteen percent (15%) of the RMU Subtenant's Gross Revenues).

The foregoing amounts set forth in (1) through (4) of this Article VIII. L. shall hereinafter be referred to as "Manager's Fees." Manager's Fees shall become effective on and after November 1, 1997, and shall be due and payable on and after the Effective Contract Date. Manager's Fees shall be payable on a monthly basis (after the applicable breakpoints referenced above are achieved), starting on the first day of the month following the Effective Contract Date.

ARTICLE IX. TENANT ALLOWANCES AND OTHER PAYMENTS

A. Continental recognizes and agrees that investments in certain improvements in Concession Facilities including Subtenant construction allowances, buyout, relocation, expansion or reduction to Concession Facilities and/or termination of any existing concession contracts or sublease agreements of any existing Subtenants (generally known as "Tenant Allowances") may be required by Continental from time to time over the Term of this Contract. The Manager shall identify any such investments by Continental it believes are reasonably necessary to support the development of Concession Facilities and to accommodate the implementation of the Terminal C Project and/or the Project Transition Schedule and shall notify Continental in writing of such investment requirements. Manager and Continental agree to negotiate in good faith concerning approval and payment of Tenant Allowances by Continental, if any. The Parties expressly understand and agree, however, that Tenant Allowances, if any, shall be at the sole discretion of Continental.

ARTICLE X. SUBTENANT INVESTMENT AND FACILITY REFURBISHMENT

A. The Manager and Continental will agree on the standards set forth in the Tenant Design Manual for Subtenant Concession Facilities. The Tenant Design Manual will detail the Subtenant's shell space, store front design, Subtenant signage, building restrictions and any other conditions that the Subtenant must be made aware of in the development of the Concession Facilities within the Premises.

B. The Manager shall include or refer to the Tenant Design Manual as part of the Sublease for all Concession Facilities within the Premises. The Subtenant shall be responsible for the investment required for the planning, design, development and installation of all Fixed Improvements (as defined below) and Operating Equipment (as defined below) necessary to fit out the Concession Facilities for operations.

C. For each Sublease established under this Contract, the Manager shall clearly establish a straight-line amortization period for the Subtenant's investment in the Fixed Improvements necessary to fit out of the Concession Facilities. The amortization period will not extend beyond the expiration of the Sublease term or the term of the useful life of the asset,

whichever term is less.

D. The Manager shall ensure that for potential buy-out purposes as provided below, the Subtenants completely and accurately document all investment costs in Fixed Improvements in the Concession Facilities. Each Sublease shall state that the Subtenant shall not receive allowable buy-outs unless it has provided complete and accurate documentation and Manager and/or Continental has not refused to accept the determination of Allowable Construction Costs as set forth in subsection E.2. below.

For buy-out purposes the following will be considered "Allowable Construction Costs":

1. Reasonable amounts paid by the Subtenants for the construction and installation of Fixed Improvements upon the Concession Facilities.

2. Reasonable amounts paid by the Subtenants to extend utility lines into the Concession Facilities.

3. Reasonable sums paid to architects, engineers, surveyors, construction managers and other consultants in connection with the design, development, financing and construction of the Subtenants' Work.

E. Documentation of Allowable Construction Costs

1. Each Subtenant shall provide a final certification for all construction costs within ninety (90) days after opening for business at the Concession Facilities. Manager reserves the right to (and shall, upon the reasonable request of Continental) audit Subtenant documentation of all Allowable Construction Costs for all Subtenants for a period of up to six (6) years after the completion of each Concession Facility provided for in any Sublease or under this Contract. Subtenant shall provide supporting cost documentation within fifteen (15) days of notice from Manager.

2. If Continental or Manager disagrees with the determination of: (1) Allowable Construction Costs; or (2) with the reasonableness of the cost of the item; or (3) if supporting cost documentation is not sufficient, Continental or Manager, as the case may be, shall notify the Subtenant in writing. The Subtenant shall have fifteen (15) days following receipt of Continental's or Manager's notice in which to respond or provide any additional information. After consideration of any response or additional information provided, Continental will make a final determination as to whether or not it will accept the proposed Allowable Construction Costs.

ARTICLE XI. INVESTMENT AMORTIZATION AND BUY-OUT

A. For the purposes of this Contract, the Subtenants' Allowable Construction Costs shall be amortized over the period established in the Sublease using the straight-line method and shall

in no event extend beyond the term of such Sublease or the term of the useful life of the asset, whichever term is less.

B. At the time of installation, title to all Fixed Improvements shall be deemed vested in accordance with the applicable terms and provisions of the Terminal C Lease. Subtenant, at its expense, agrees to execute all documents requested and deemed necessary by Continental or the Authority as evidence of said title. The Subtenant shall have no right during the term of the Sublease to demolish or remove, in whole or in part, any Fixed Improvements except with the prior written consent of the Manager, Continental and the Authority. At the expiration of the Sublease, all Fixed Improvements shall be left in place and in good condition. Although Manager shall exercise reasonable prudence with respect to the Subtenants construction of the Concession Facilities and the construction, fabrication and installation of a Subtenant's Fixed Improvements, except in respect of such exercise of reasonable prudence Manager shall have no liability or responsibility with respect to the quality or condition of the Subtenants' Fixed Improvements.

C. Upon the early termination other than for default of the Sublease or termination by casualty or condemnation, the Subtenant may be entitled to be reimbursed by Continental for any unamortized investment in Fixed Improvements to the nearest full month as established by its approved amortization schedules.

D. All Operating Equipment owned by the Subtenants and installed in the Concession Facilities by the Subtenants shall not be included in Allowable Construction Costs and are, therefore, not subject to amortization or buyout. All Operating Equipment shall remain the property of the Subtenants and may be removed by the Subtenants throughout the term of the Sublease or upon expiration of the Sublease provided, however, that the Subtenant is not, at such time, in default of any of the covenants, terms or provisions of the Sublease.

ARTICLE XII. SUBTENANT AGREEMENT

A. Manager shall prepare a standard Sublease form, which shall be subject to the review and prior approval of the Authority. Continental agrees to provide to Manager comments to the standard Sublease form within sixty (60) days of receipt. After Continental's and the Authority's approval of such standard Sublease form, the Manager shall use the standard Sublease form as a basis for negotiating an agreement with a Subtenant. The Manager may modify portions of the standard Sublease form during negotiations with each Subtenant as necessary; however, any such changes shall not conflict with or alter the rights, obligations and duties of the Manager and/or Continental under this Contract without the written consent of Continental. Further, the Manager shall notify Continental and the Authority in writing of all material changes to the approved Sublease prior to Sublease execution by Continental, and each such Sublease shall be of no force or effect unless and until the Authority and Subtenant have entered into a written agreement containing the Authority's consent. Each finalized Sublease shall be approved and executed by Continental. Any and all costs and expenses associated with Continental's or the Authority's in-house counsel review of and associated

with an outside attorney retained by Continental or the Authority to review and approve both the standard Sublease form as well as any and all Subleases negotiated with Subtenants shall be borne by Continental or the Authority, as applicable. Manager shall cause its counsel (whether in-house or outside) to use its best efforts to limit any changes to the standard Sublease form concerning any Sublease negotiations with Subtenants and otherwise negotiate with Subtenants prior to presentation to Continental and the Authority and to continue in such negotiations with Subtenants until completed.

B. All Subleases must be freely assignable to the Authority or Continental's designee; provided, however, if Continental desires to assign or transfer its interest in the Subleases to a third party, any such assignment or transfer shall be subject in all events to the prior written consent of the Authority. The Subtenant must acknowledge such assignability. In addition to citing that its effectiveness is subject to the Authority's prior written consent, each Sublease and all applicable consents and/or permit agreements from the Authority shall state that the Authority and Continental jointly have the right to terminate and/or revoke consent and/or permit agreement, as applicable, without cause, upon thirty (30) days notice; provided, that with respect to CA One and its Sublessess, such jointly subscribed rights of termination and/or revocation of consent and/or permit agreement, as applicable, shall be as specified in the CA One Lease. In all other cases, except as may otherwise be provided in the approved standard Sublease form the Subtenant shall not assign, sublease all or any portion of the Concession Facility or otherwise transfer its interest in or pledge or encumber in any way the Sublease with Continental without the prior written approval of Continental and the Authority. No approval by Continental shall be deemed to constitute approval by the Authority, and accordingly, shall be void, ab initio and of no force and effect if the Authority's written approval is not obtained.

C. Certain provisions of the executed Subleases may include confidential commercial, trade and financial information and, subject to requirements of applicable law, shall not be disclosed or released to persons other than to Manager, Continental or the Authority. Nothing herein shall limit, prohibit or prevent in any way whatsoever any disclosure or release of information and/or documents by the Authority consistent with its policies and procedures as such determination is made by the Authority in its sole and absolute discretion.

D. Each Subtenant shall provide a cash control system at the Concession Facilities within the Premises that is capable of providing point-of-sale information satisfactory to Manager. Such system should be capable of providing the following types of information:

1. Sales by category, if applicable.

2. Sales transactions by time of day, day of week, if requested by Manager or Continental from time to time.

3. Average sales transaction.

E. Each point-of-sale device shall be of a type and style to ensure tight cash control and complete audit capability and, at a minimum:

1. Record transactions by sequential control number which can be printed on the audit tape(s).

2. Be capable of printing transactions on tape or receipt for the customer showing time of day and day, month and year.

3. Print out customer receipt showing the amount of the transaction, the amount of cash or check tendered by the customer and the amount of cash returned to the customer.

4. The point-of-sale device shall have provision for non-resettable totals. Access for resetting the control totals shall be reserved solely to the point-of-sale device supplier.

F. Throughout the Term of this Contract, the Subtenants shall provide for continuing facility maintenance in accordance with the following:

1. The Subtenant at all times and at its own cost and expense shall use the Concession Facilities with care and be responsible to maintain, repair and replace, as necessary, all Fixed Improvements and Operating Equipment. Maintenance, repairs and replacements shall be accomplished as necessary to maintain the equipment and fixtures in good condition. The Subtenant shall repaint or otherwise renovate the interior of the Concession Facilities as necessary to maintain the Concession Facilities in a first-class, like-new condition at all times. High traffic areas subject to greater wear and tear shall be repainted, re-tiled and re-carpeted on a regular basis as may be necessary to maintain a high quality appearance; and all furniture and furnishings that become worn or torn shall be replaced as necessary. All such maintenance, repairs and replacements shall be of a quality equal to the original in materials and workmanship; and, if changed from the original, shall be subject to the prior written approval of Manager and Continental. Manager and Continental shall have the right to disapprove any improvements, replacements or alteration which, in its judgment, are of a design, quality, condition or color deemed to be inconsistent with the Tenant Design Manual. Should the Subtenant fail to maintain, repair and/or replace Fixed Improvements or Operating Equipment, Continental and Manager reserve the right to complete such maintenance, repair and/or replacement and charge back to the Subtenant the full cost, plus appropriate administrative fees, for such work performed on behalf of the Subtenant.

2. The Subtenant, at its own expense, shall provide complete and adequate arrangements for the sanitary handling of all trash, garbage and other refuse generated in connection with the Concession Facilities and including a pest control service. Piling of boxes, cartons, barrels or other similar items in a public area or in any area viewed by the public shall not be permitted.

3. The Subtenant shall furnish, at its own expense, custodial services for the Concession Facilities.

4. The Subtenant shall maintain the Concession Facilities in a safe, clean, neat and sanitary condition at all times.

5. The Subtenant shall not be responsible for the maintenance of common areas. Such maintenance shall be the sole responsibility of Continental to the extent required in the Terminal C Lease, except as to those responsibilities as delineated in Article VIII. A.3. However, Subtenants shall pay for a share of Maintenance Support Reimbursement Charges as provided for in Article VIII. A.3.

6. Utility Lines Servicing the Premises:

(a) In areas where the utility lines, including gas, electrical, telephone, hot and cold water, fire sprinkler, steam, condensate, roof drainage, sanitary and domestic waste, serve other areas in addition to the Subtenant's Concession Facilities, the Subtenant shall be responsible only for the maintenance, repair and replacement of the utility branch lines that are located within and exclusively serving the Concession Facilities.

(b) Where the utility lines are paid for and installed by the Subtenant and are solely for the use of the Subtenant, the Subtenant shall be solely responsible for the maintenance, repair and replacement of such utility lines from the Concession Facilities up to the Continental/Authority maintained main utility system or to the shut-off valves in the Airport's machine room, as appropriate.

(c) The Subtenant shall have the responsibility for the maintenance, repair and replacement, as necessary, of all electrical cables, conduits, wiring, fire alarm systems and wiring panels and associated equipment located within and serving the Concession Facilities. The Subtenant will not be responsible for the main distribution panels located in the Airport's utility rooms and the KWH meter and all other above-mentioned items not exclusively serving the Concession Facilities.

7. Manager or Continental or the Authority may make inspections as often as it considers necessary to determine the proper maintenance of the Concession Facilities by the Subtenant.

8. Continental, the Authority, or both, reserve the right to interrupt temporarily the heating, air conditioning, plumbing, fire sprinkler and electrical services when necessary to make repairs, alterations, replacements or improvements in said systems. Neither Continental nor the Authority shall have any responsibility or liability for failure to supply heat, air conditioning, utilities and plumbing or, when prevented from doing so by laws, orders or regulations of any federal, state or local agency as a result of strikes, accidents or by any other cause whatsoever beyond Continental's or the Authority's control. Continental shall provide the Subtenants with as much advance notice as possible of any interruption of service

and shall use reasonable efforts to avoid interrupting the Subtenant's operations except as deemed necessary by Continental or the Authority.

9. The Subtenant shall report all malfunctions of the drainage and sewage systems, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, heat and air conditioning systems, utilities and plumbing, installed or located on or within the Concession Facilities to Continental and the Manager in accordance with the Airport's regulations and as promptly as possible after discovery.

10. All repair, maintenance, replacement, construction and installation work shall be done by the Subtenant in accordance with any applicable regulations of the Authority and Continental, all applicable building and safety codes, and only after obtaining all necessary licenses and Permits.

ARTICLE XIII. SUBLEASE ADMINISTRATION

A. Continental will designate in writing a single point of contact with respect to administration of this Contract, the Subleases and, a liaison with the Authority. Continental's designated representative shall coordinate and assist the Manager in all dealings with Continental and/or the Authority and shall serve as a direct contact point for the Subtenants in dealing with certain aspects of the administration of their Subleases, as described below.

B. Following execution of a Sublease and beneficial occupancy of Concession Facilities, the Manager shall:

1. Be directly responsible for the following elements of the administration of the Sublease:

(a) Collection of all rentals, fees and reimbursements due under the Sublease. All monies due shall be properly and timely accounted for, reported and forwarded to the Authority and Continental, as provided for herein; and

(b) Enforcement of the Sublease and the Tenant Design Manual.

2. Coordinate with Continental for the following elements of the administration of the Sublease:

(a) Analysis of financial performance of the Subtenant and identification of any potential problems noted;

(b) All facility design, improvement and signage issues;

(c) Advertising and promoting the concession operations at the Terminal Building; and

(d) Re-leasing of any Concession Facilities that become vacant.

C. The Subtenant shall, following beneficial occupancy of the Concession Facilities, contact Manager directly on all operational matters pertaining, but not limited to, the following areas:

1. Hours of operation;

2. Employee parking and security requirements;

3. Facility maintenance issues; and

4. Utility services.

D. The Manager shall meet with Continental as often as needed or when requested by Continental to review the performance of the Subtenants, discuss operational issues and conduct other coordination as necessary.

E. All window displays are subject to approval by Manager at any time including after installation. Subtenants may at any time be advised that their displays are not approved and shall be given written notice to remove same within forty-eight (48) hours. Non-compliance shall allow the Manager to remove the display(s) and/or sign(s) at the Subtenant's expense. The Manager shall, at a minimum, inspect all Concession Facilities on a weekly basis for compliance with this requirement. The Manager shall act promptly on any non-compliance with these design requirements.

F. The Manager shall be responsible for establishing and conducting a program for the continuing evaluation of all Subtenant operations conducted under this Contract on a quarterly basis. The purpose of this program shall be to identify any area where the Subtenant may be able to improve the customer acceptance and productivity of the Subtenant's operation. Continental shall have the right to review, provide comment on and approve the program, and Continental and the Authority shall receive a copy of any program(s) submitted to any Subtenant on a quarterly basis. The Manager shall also provide analysis and services as described more fully below in support of the Terminal Building's concession operations.

G. The Manager shall have the following objectives in the conduct of its activities under this Article XIII with respect to Concession Facilities:

1. Periodically and at a minimum on an annual basis refine concepts operating at the Concession Facilities in the Terminal Building to ensure that they are fully matching the wants and needs of the Airport market;

2. Require that all Concession Facilities have visual appeal and are inviting to the customers;

3. Require that all Concession Facilities accommodate customers with luggage and meet all ADA requirements relating to ingress, egress and access;

4. Periodically and at a minimum on an annual basis evaluate the customer perception, impression and acceptance of the concession operations concepts at the Terminal Building; and

5. Periodically and at a minimum on an annual basis measure and analyze the productivity of the concession operations at the Terminal Building.

H. Recurring Manager Programs. The Manager shall provide Continental with a report and schedule of the following required services as part of the periodic evaluation of the Terminal C Project:

1. Regular physical inspections of the Concession Facilities to determine the effectiveness and potential for improvement of the following:

(a) Window displays;

(b) Signage;

(c) Store interiors, including:

(i) Layout, color, materials and lighting;
(ii) Accessibility;
(iii)Merchandise mix;
(iv)Display;
(v) Product adjacencies; and
(vi)Inventory/stocking.

2. A mystery shopper program, as approved by Continental, to evaluate and develop improvement recommendations in the following areas:

(a) Sales techniques;

(b) Customer service;

(c) Product packaging;

(d) Cash control; and

(e) Pricing.

3. Continuing analysis on a quarterly basis of the performance of the concession operations, including the following indicators:

(a) Gross Revenues per square foot and per enplaned passenger;

(b) Sales by product category, if applicable;

(c) Number of transactions;

(d) Average dollar amount per transaction; and

(e) Sales time distribution if requested by Continental.

4. Joint advertising and promotion programs, including:

(a) Development and control of the Joint Marketing Fund;

(b) An initial image awareness campaign;

(c) A grand opening promotion;

(d) An annual image awareness campaign; and

(e) Annual seasonal promotions for all key holidays and events.

5. Periodic quarterly marketing and promotion meetings.

I. Special Analysis and Programs. The Manager shall conduct special analysis and programs as necessary to assist in the objectives outlined above. At a minimum, the Manager shall provide the following:

1. The following periodic surveys shall be performed on an annual basis:

(a) Survey of non-passenger markets;

(b) Focus groups; and

(c) Passenger flow analysis.

2. The following Subtenant training:

(a) Airport market characteristics and issues including:

(i) Customer profiles;
(ii) Survey results; and
(iii) Security.

(b) Sales and service training; and

(c) Merchandising, display and marketing forums.

ARTICLE XIV. THE LOADING DOCK, DELIVERIES AND FOOD COURT

A. All outside truck deliveries of supplies, materials or merchandise required to support the operations of the Subtenants under this Contract shall be made to the loading dock controlled by the Manager or its designee. No deliveries shall be made directly to the Concession Facilities without the prior authorization of the Manager. Subtenant shall be advised by Manager of the receipt of supplies, materials or merchandise at the loading dock, and Subtenant shall be responsible for transporting such items from the loading dock to the Concession Facilities. Equipment to be utilized and methods of operation as they relate to transporting of supplies, materials and merchandise in the Terminal Building and at the Airport will be subject to the approval of Manager, Continental and the Authority and shall be in compliance with all applicable federal, state and local laws, regulations and ordinances as well as all Airport rules and regulations.

Manager or its designee shall be responsible for the maintenance, repair, replacement and providing sanitation and trash removal services for the common seating area located within the food court area in the Terminal Building. Such responsibilities shall include cleaning of such food court common seating area and the maintenance, repair or replacement of trash removal receptacles, food trays, food tray washing equipment and food court common seating area tables, chairs, equipment, furniture and fixtures, but Manager's responsibilities shall not include maintenance, repair or replacement of the base building improvements, floors, ceilings, walls and related floor, ceiling or wall coverings. In consideration of Manager's services to be provided, Manager shall have the right to charge an applicable share of the Maintenance Support Reimbursement Charge to the food and beverage Subtenants.

ARTICLE XV. NOTICES

A. All notices, consents and approvals required under the terms of this Contract shall be given by a designated representative of the party by or in whose behalf they are given and delivered either by hand, a nationally recognized overnight delivery service such as Federal Express or United States certified mail, postage prepaid, return receipt requested and addressed as follows or such other address or addresses as the following entities may designate by appropriate written notice from time to time to each of the other entities set forth below:

1. To Continental:

Vice President, Corporate Real Estate and Environmental Affairs
Continental Airlines, Inc.
1600 Smith Street, Department HQSVP
Houston, Texas 77002

2. With a copy to:

Legal Department
Continental Airlines, Inc.
1600 Smith Street, Department HQSLG
Houston, Texas 77002

3. To the Manager:

Westfield Concession Management, Inc.
11601 Wilshire Blvd., 12th Floor
Los Angeles, California 90025
Attention: Office of Legal Counsel

With a copy to:

Westfield Concession Management, Inc.
Newark International Airport -- Terminal C
Newark, New Jersey 07114
Attention: General Manager

4. To the Authority:

Port Authority of New York and New Jersey
Newark International Airport, Building 10
Newark, New Jersey 07114
Attention: General Manager

ARTICLE XVI. DEFAULTS AND TERMINATION BY CONTINENTAL

A. Each of the following events shall constitute a Default hereunder:

1. The failure of the Manager to remit to Continental and/or the Authority any portion of the Minimum Annual Guaranteed Rent, Percentage Rent, and other fees and charges that Manager has actually collected from Subtenants on behalf of Continental and/or the Authority when due and such failure continues for ten (10) days after receipt by Manager of written notice from Continental of such failure; provided, however, if Manager does in fact

remit such payments to Continental and/or the Authority within such ten (10) day period, then such default shall be deemed cured by the Parties and Continental's rights with respect to that particular Default shall be deemed null and void by the Parties including Continental's right to terminate with cause as provided in Article I. B. 2.

2. The failure of Manager to perform, keep or observe any other material terms, covenants and obligations under this Contract and the failure continues beyond a "Cure Period" after written notice by Continental of such failure. The Cure Period shall be twenty (20) days if such Default is by its nature able to be cured by Manager in such twenty (20) day period; provided, however, if the Manager is unable to complete the cure within twenty (20) days by the exercise of reasonable diligence, the Cure Period shall be extended for a period not to exceed seventy-five (75) days (provided that the seventy-five (75) day limitation will not apply if the Manager's failure to perform is due to Continental's fault or otherwise impeded by the Authority) or unless such period of time is otherwise extended by Continental as evidenced in writing to Manager. If the Manager's Cure Period is extended as permitted under the preceding provisos, the Manager must, within ten (10) days after the written notice of failure, provide Continental with a written plan outlining all steps it is taking to commence and complete the cure and stating when cure will be commenced and completed. The Manager shall provide immediate written notice to Continental if it will be unable to meet the cure schedule and provide reasons therefor. Continental reserves the right to terminate the Contract upon fifteen (15) days written notice to the Manager if Continental determines that the Manager is not taking all steps reasonably necessary to commence the cure in a timely manner or if the Manager is not diligently prosecuting the cure, or if the Cure Period expired upon termination, Continental shall have all remedies available to it under applicable law.

3. The occurrence of an event of insolvency of the Manager, including an assignment for the benefit of creditors or if a receiver or trustee of the property of the Manager shall be appointed by reason of the insolvency or inability of the Manager to pay its debts as the same become due and any such assignment, receivership or trusteeship has not been lifted or vacated within ninety (90) days following the date of such assignment or appointment; or if a voluntary petition is filed by the Manager pursuant to the United States Bankruptcy Code, as amended, or under any other similar law or statute of the United States of America or of any state thereof and such petition has not been lifted or vacated or if the Manager is not discharged pursuant to the United States Bankruptcy Code, as amended, or under any other similar law or statute of the United States of America or any state thereof within ninety (90) days following the filing of any such petition.

B. Upon the happening of any one or more of such events of Default by Manager, Continental may do any one or more of the following:

1. Terminate this Contract by giving the Manager notice thereof, in which event this Contract and the Term, as well as any and all right, title and interest of the Manager hereunder, shall wholly cease and expire on the date set forth in such notice; and upon the effective date of any such termination, neither of the Parties shall have any further

obligations, liabilities or responsibilities to the other Parties, except for any such accrued obligations, liabilities or responsibilities that the Parties have to each other which are arising out of events occurring prior to the effective date of any such termination; and

2. By any suitable action or proceeding in equity or at law, seek to enjoin such Default and/or any threatened breach by the Manager of any of the terms, covenants and obligations under this Contract which have a material adverse effect on the operation of the Terminal C Project or Continental's airline operations in the Terminal Building by filing an appropriate action in a court of competent jurisdiction in the State of New Jersey; and

3. Invoke any right or remedy available to Continental at law or in equity under the laws of the State of New Jersey.

ARTICLE XVII. DEFINITIONS AND INTERPRETATION

A. Definitions. Except as otherwise clearly indicated by the context, the following words, terms and phrases wherever used in this Contract shall for the purpose of this Contract have the following meanings:

1. "Fixed Improvement" means any alteration, addition, annexation or improvement to the Concession Facilities, the Premises or a portion thereof which cannot be removed or changed without material damage to, or destruction of, either itself or the Concession Facilities, the Premises or a portion thereof.

2. "Interior Maintenance" means the maintenance and keeping in good repair of the applicable Concession Facilities. This includes, but is not limited to, janitorial services, removal of trash, pest control, painting and maintenance of wall coverings, relamping and maintenance of light fixtures, interior and exterior washing of windows, repainting of the Concession Facilities and replacement of floor covering. It does not include maintenance and repairs required because of structural defects.

3. "Operating Equipment" means furniture, furnishings, special lighting fixtures, carpeting, draperies, decorations or other special finishing work, signs, appliances and trade fixtures and equipment that is furnished, installed or used by the Subtenant in its operations in the Terminal Building. It does not include Fixed Improvements or repair or maintenance of Operating Equipment or Fixed Improvements, nor does it include displays or decorations that are of a seasonal or temporary, promotional nature.

B. Interpretation. In this Contract, unless the context otherwise requires:

1. The terms "hereby," "herein," "hereof," "hereto," and "hereunder" and any similar terms used in this Contract refer to this Contract.

2. Words importing persons shall include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies as well as natural persons.

3. Any headings preceding the text of the Articles and Sections of this Contract, and any table of contents, shall be solely for convenience of reference and shall not constitute a part of this Contract, nor shall they affect its meaning, construction or effect.

4. Words importing the male gender shall include the female gender and vice versa.

5. Words importing the singular shall include the plural and vice versa, unless the context clearly indicates otherwise.

6. A provision of this Contract which prohibits a party from performing an action shall be construed so as to prohibit the party from performing the action or permitting others to perform the action.

7. A provision of this Contract which requires a party to perform an action shall be construed so as to require the party to perform the action or cause the action to be performed.

8. "Including" means "including, but not limited to,."

9. The parties agree that this Contract and all Exhibits and schedules set forth the entire Contract between the Parties and that there are no promises or understandings other than those stated herein. Except as otherwise provided in this Contract, none of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the Parties hereto.

10. All Exhibits to this Contract shall be deemed to be a part of this Contract.

ARTICLE XVIII. USE OF PREMISES AND OPERATION OF CONCESSION

A. The Subtenant shall use the Concession Facilities only to operate the concession for the permitted use specified in the Sublease, which specifications shall comply with this Contract. No other uses are permitted unless previously authorized by Continental in writing, which authorization may be withheld in Continental's sole discretion.

B. Operation of Sublease. Except as otherwise authorized by Continental or the Authority, the Subtenant shall:

1. Keep its Concession Facilities used for business fully staffed with knowledgeable, helpful, courteous, considerate and efficient employees. The Subtenant shall require

its employees to observe a strict impartiality as to services. The Subtenant shall prohibit and restrain its agents, servants and employees from loud, noisy and/or persistent announcement of its services on or about the Concession Facilities, the Premises, the Terminal Building or the Airport.

2. Make every reasonable and lawful effort to maintain, develop and increase the business conducted by it under the Sublease. The Subtenant shall use its best efforts to achieve a maximum sales volume for the concession operation. It further agrees not to divert, or cause or allow to be diverted any business from the Terminal Building and the Airport.

3. Use for office, clerical, storage or other nonselling purposes only such space in the Concession Facility as is reasonably necessary for Subtenant's business therein and shall not perform any office, clerical, storage or other functions in the Concession Facility for any other concession, business or store.

4. Not use the space outside or adjacent to the Concession Facilities or any other public or common area of the Terminal Building for displays, sales or any other similar undertaking without the advanced written approval of Manager and Continental.

5. Not place any load on any floor in the Concession Facilities and/or the Terminal Building which exceeds the floor load per square foot which such floor was designed to carry.

6. Not use any roof over the Concession Facilities for any purpose. Subtenant shall not use exterior walls of the Concession Facilities except that the Subtenant may use any display windows that are part of the Concession Facilities and except that the Subtenant may erect exterior store-front signage approved by the Manager, Continental and the Authority.

7. Not use the Concession Facilities for any illegal trade or business or for any other illegal purpose.

8. The Subtenant shall not employ or retain in its service or permit to remain upon the Concession Facilities, the Terminal Building or the Airport any person reasonably and for good cause found by the Manager, Continental or the Authority to be objectionable or unfit for such employment.

9. Not install vending machines, public telephones and other similar coin-operated equipment in the Concession Facilities or the Terminal Building unless authorized by the Manager and Continental.

C. Merchandise: Prices to be Charged. Subtenant shall keep the Concession Facilities continuously stocked with high-quality, salable merchandise and establish reasonable prices

to be charged for the products and services to be sold or exchanged that are consistent with the pricing formula and philosophy set forth in this Contract and the respective Sublease.

1. Reasonableness of retail prices shall be judged pursuant to the standards of Article V. K.2. and Exhibit J herein with due allowance for accessibility, availability, cost of labor and materials, type of patronage and other conditions customarily considered in determining retail prices.

2. The Subtenant shall sell only the merchandise and services specifically authorized herein and as set forth in the Sublease and provide the Operating Equipment, Fixed Improvements, management, personnel, goods and commodities necessary therefor. Subtenant shall, within forty-eight (48) hours after receipt of written notice from the Manager, discontinue the sale of any product or service which the Manager and/or Continental reasonably determines to be in violation of the rights granted hereunder or under the Sublease.

D. Insurance Rate. The Subtenant shall comply with all insurance requirements relating to or affecting the Concession Facilities, the Terminal Building and/or the Airport. If insurance premiums payable by Manager, Continental or the Authority for the Concession Facilities, the Terminal Building and/or the Airport exceed the rate that would have been applicable because of a failure by the Subtenant to comply with insurance requirements or as a result of or in connection with the use to which the Concession Facilities are put by the Subtenant (if such use is other than a use authorized under the Sublease or this Contract), Subtenant shall, upon demand by Manager, Continental or the Authority, immediately reimburse Manager, Continental or the Authority, as the case may be, for the excess insurance premiums paid.

E. Hazardous Materials. The Manager shall, in connection with the performance of its duties hereunder, and the Sublease shall obligate the Subtenant to handle, store, transport and dispose of any Hazardous Materials as a result of Manager or Subtenant's actions in accordance with all applicable federal, state and local statutes, ordinances and regulations. Continental shall have the sole discretion to not approve any Sublease, including any Sublease to any Subtenant that may handle Hazardous Materials. The term "Hazardous Materials" shall mean asbestos, asbestos-containing material or any substance, chemical or waste which at any time shall be defined as hazardous, toxic or dangerous under applicable federal, state or local laws or regulations that govern (1) the existence, cleanup or remedy of contamination on property; (2) the protection of the environment from spilled, deposited or otherwise emplaced contamination; (3) control of hazardous wastes; or (4) the use, generation, transport, treatment, removal or recovery of hazardous substances, including building materials.

ARTICLE XIX. CONDITION OF PREMISES, ALTERATIONS, DISCHARGE OF LIENS

A. No Representations or Warranties. The Manager, Continental and the Authority make no representations, covenants or warranties with respect to the Premises and the Concession Facilities except as expressly set forth in this Contract.

B. Construction, Alterations or Repairs to Premises.

1. Subtenant shall not make or permit anyone to undertake any construction or make any alterations, additions or improvements, structural or otherwise, to the Concession Facilities or any other part of the Terminal Building and/or the Airport or install any Fixed Improvements (hereinafter collectively referred to as "Alterations") in or to the Premises without the prior written consent of Manager and the issuance of a Tenant Alteration Application ("TAA") Permit as approved by Manager, Continental and the Authority. Prior to the commencement of work on any Alterations, the Manager's written approval must be obtained as to comprehensive plans and specifications showing all the proposed Alterations, including detailed descriptions of the effect of the proposed Alterations on the mechanical and electrical systems of the Terminal Building and the compatibility of the Alterations with the design and general character of the Terminal Building and the area in which the Concession Facilities are located. The Manager or Continental or the Authority shall have the right to stop such work if any of them or their designated agents determine that such work is not being done in a good, workmanlike manner or in accordance with the plans and specifications provided to Manager. In such event, the Subtenant shall promptly correct the problem which gave rise to the work stoppage. If the Subtenant fails to do so within a time period determined by the Manager to be reasonable, then the Manager or Continental may, at their sole option, and at Subtenant's expense, correct such problem(s) and complete the Alterations.

2. Said Alterations shall in all respects comply with the applicable state, city and county building codes, the Tenant Design Manual, the requirements of the TAA and all Permits, Authority regulations, Federal Aviation Administration regulations, orders and advisory circulars, federal and state environmental regulations, Authority or Continental insurance requirements, state Occupational Safety and Health Standards, applicable food and beverage codes and other health regulations and any other applicable federal, state and local laws and regulations. All construction, Alterations or repairs to the Concession Facilities shall also be required to meet any other standards specifically referenced or stated elsewhere in this Contract or in the Sublease.

3. Within a reasonable time after any Sublease has been fully executed, the Subtenant shall apply to the appropriate authorities for any Permits (including the TAA process) which may be required in connection with the Alterations to be done by the Subtenant

pursuant to any Sublease. The time in which the Subtenant is required to comply with this subparagraph shall take into account the time needed to develop and obtain the Manager's and Continental's approval of plans, drawings and specifications.

4. Discharge of Liens. If any mechanic's or materialmen's lien or any other lien is filed against the Concession Facilities, the Terminal Building or the Airport as a result of any work or act of the Subtenant, the Subtenant shall discharge the lien within twenty (20) days after the filing of the lien. In addition to any other remedies available to the Manager or Continental or the Authority, if the Subtenant fails to discharge the lien, the Manager or Continental or the Authority may bond or pay the lien or claim for the account of the Subtenant without inquiring into the validity thereof. The Subtenant is required to reimburse the Manager or Continental or the Authority for any funds so spent by the Manager or Continental or the Authority within thirty (30) days of notice for reimbursement.

C. Incorporation of Plans, Drawings and Specifications. Upon approval, the final plans, drawings and specifications associated with any Alterations shall be deemed to be a part of the Sublease. All Alterations done by the Subtenant pursuant to the Sublease shall be consistent with the plans, drawings and specifications approved by the Manager, Continental or the Authority pursuant to this Contract.

D. Fire Extinguishers. The Subtenant agrees to supply and maintain such adequate and readily accessible fire extinguishers approved by fire underwriters for the protection of the Concession Facilities, it being understood and agreed that the Subtenant shall not be required to maintain equipment necessary to fight successfully a fire of major proportions in the Terminal Building. Nothing herein shall be construed to relieve Subtenant of meeting and maintaining any and all Continental, Authority, local, state or federal fire suppression requirements.

E. Locks. The Subtenant agrees to install a lock keying system compatible with Manager's, Continental's and the Authority's system on all entrances to the Concession Facilities and mechanical room entrances for police, security, fire protection and maintenance reasons.

ARTICLE XX. MAINTENANCE, UTILITIES

A. Maintenance by Subtenant. Subtenant shall keep the Concession Facilities (including surfaces of walls, windows and window casings and sills, both inside and outside, ceilings, floors, inside and outside doors and door jambs, interior and exterior lighting and any other aspects of Interior Maintenance) and Fixed Improvements and Operating Equipment located within the Concession Facilities in safe, neat and clean and first-class condition and good order and repair, cause no waste or injury thereto, shall make any necessary repairs or replacements, and will, at the expiration or other termination of the Sublease, surrender the same, broom-clean, in a good condition, ordinary wear and tear excepted. Maintenance, repair and replacement of all Operating Equipment and/or Fixed Improvements within or for

the exclusive benefit of the Concession Facilities, including air conditioning or heating equipment, bathroom fixtures or any other type of equipment or improvements, shall be the sole responsibility of Subtenant. The Subtenant shall promptly undertake any maintenance or replacement as may be considered necessary by Manager or Continental or the Authority and shall be done with material and personnel approved by the Manager. The Subtenant shall also keep and maintain in good order any loading platform, truck dock and/or truck maneuvering space used by it, if any.

B. Releases of Hazardous Materials. Subtenant shall promptly respond to and clean up any released or threatened release of any Hazardous Materials which are the result of Subtenant actions into the drainage systems, soils, groundwater, waters or atmosphere in a safe manner, in accordance with applicable federal, state and local statutes, ordinances and regulations and as authorized or approved by all federal, state or local agencies having authority to regulate the permitting, handling and cleanup of Hazardous Materials at the sole cost and expense of Subtenant and shall be disposed of in accordance with the provisions herein by Subtenant. Manager, Continental, the Authority and the Airport Fire Department shall be notified by Subtenant immediately of any release or threatened release of any Hazardous Material.

C. Structural Maintenance. Subject to the Terminal C Lease, Continental shall maintain in good repair the foundation, sprinkler system, exterior structural walls excluding doors, windows and interior surfaces of any walls, roof, utility systems leading to the Premises and the common areas adjacent to the Premises and to the Concession Facilities. Reasonable notice and opportunity to cure must be provided by the Subtenant to Continental in the event the Subtenant believes that Continental has failed to comply with this provision before Continental may be considered in default. Continental and the Authority shall not be required to undertake any maintenance or repair required by reason of any act, negligent act or omission to act of the Subtenant or caused by any alteration, addition, construction or improvement by the Subtenant.

ARTICLE XXI. FIXED IMPROVEMENTS AND OPERATING EQUIPMENT

A. Title. Except as otherwise specifically provided herein, title to any Fixed Improvements installed by or assigned to the Subtenant under the Sublease shall be deemed vested in accordance with the applicable provisions of the Terminal C Lease. The Subtenant shall be responsible for maintaining such Fixed Improvements and Operating Equipment in good condition, ordinary wear and tear excepted. The Subtenant shall not demolish, replace or modify Fixed Improvements or Operating Equipment already in place or installed by it unless otherwise authorized by the Sublease or by prior written permission from the Manager or Continental. Title to all Fixed Improvements shall be deemed to be vested in the City of Newark or the Authority, as the case may be, in accordance with the applicable provisions of the Terminal C Lease. Title to all Operating Equipment shall remain in Subtenant. The Subtenant agrees to execute all documents requested and deemed necessary by Continental or the Authority as evidence of said title.

B. Certified Statement of Costs of Fixed Improvements and Operating Equipment. Except as otherwise provided herein or in the Sublease, within ninety (90) days after the substantial completion of the Fixed Improvements and Operating Equipment, the Subtenant shall furnish to the Manager a certified statement setting forth in detail the total cost of the Fixed Improvements and Operating Equipment. The total cost of Fixed Improvements and Operating Equipment to be included on the certified statement is limited to construction, equipment and material costs, architectural and engineering fees (for Fixed Improvements only), taxes, freight fees and performance and payment bond premiums attributable to construction. Overhead, "in-house" or personnel costs of the Subtenant or its affiliates are not allowable except as otherwise provided herein. The costs of Fixed Improvements and Operating Equipment are subject to audit as provided for in this Contract or the Sublease.

ARTICLE XXII. PERFORMANCE OF SUBTENANT OBLIGATIONS

A. The Manager, Continental and the Authority each reserve the option with regard to maintenance, Alterations, repairs or improvements, if any, to be made by the Subtenant under the Sublease to perform or have performed such maintenance, Alterations, repairs or improvements itself and charge the Subtenant the cost and expense thereof, whenever:

1. The Subtenant has failed to take all practicable steps promptly to perform such maintenance, Alterations, repairs or improvements after five (5) days written notice from the Manager requiring the same; or,

2. Performance of any such maintenance, Alterations, repairs or improvements by other than Continental or the Authority is prohibited by law.

ARTICLE XXIII. DEFAULTS AND TERMINATION UNDER THE SUBLEASE

A. General. Each of the following events, among other matters as may be specified in the Sublease, shall constitute a default under the Sublease :

1. The occurrence of an event of insolvency of the Subtenant, including, but not limited to, an assignment for the benefit of creditors.

2. The occurrence of any act not caused by Continental or the Authority which operates to deprive the Subtenant of the rights, powers and privileges necessary for the proper conduct of the business to be operated in the Concession Facility.

3. Failure to conduct its business in the Concession Facility for a period of five (5) consecutive days without prior written authorization from the Manager and Continental.

4. The failure of the Subtenant to pay Rent, Percentage Rent and any and all other payments, charges or other sums due under the Sublease on or before the due date

thereof, and such failure to pay continues for five (5) days after written notice by Manager or Continental of such failure.

5. The failure of the Subtenant to perform, keep or observe any of the nonmonetary terms, covenants and obligations under the Sublease and if the failure continues for twenty (20) days after written notice by Manager or Continental of such failure.

B. Notices of Termination. The Sublease is subject to the limitation that, if a default occurs thereunder, the Manager (unless directed otherwise by Continental) may give to the Subtenant a notice of termination of the Sublease. The notice shall specify the termination date. The termination date may occur no sooner than seven (7) calendar days from the date of service of the notice. In the event the default under the Sublease involves a failure to perform obligations and such failure occurs more than once in any twelve (12) month period, the Manager shall not be required during the remaining period of the Sublease to provide any notice and opportunity to cure prior to issuing a notice of termination. At the termination date, the term of the Sublease shall expire and all of the rights and interests of the Subtenant under the Sublease shall end. The Subtenant shall then surrender the Concession Facilities to the Manager. The Subtenant's liability under all of the provisions of the Sublease shall continue as though the termination had not occurred, however.

C. Re-entry by the Manager. If the Sublease is terminated because of a default by the Subtenant, the Manager, Continental or their agents or employees may immediately or at any time thereafter, re-enter the Concession Facilities and remove the Subtenant, Subtenant's agents, subcontractors, invitees and property from the Concession Facilities. Re-entry and removal may be affected by summary dispossess proceedings, by any suitable action or proceeding at law, by force or otherwise. The Manager and Continental shall be entitled to the benefits of all provisions of the laws respecting speedy recovery of the Concession Facilities held over by the Subtenant or the proceedings in unlawful detainer. Subtenant waives any right to the service of any notice of the Manager's intention to re-enter provided for by any present or future law. Neither Continental nor the Manager shall be liable in any way in connection with any action taken pursuant to this subparagraph. The Subtenant's liability shall survive any such re-entry, the institution of summary proceedings and the issuance of any court orders or warrants with respect thereto.

D. Subtenant Remains Liable. If the Sublease is terminated under any provision of the Sublease, the Subtenant shall remain liable (in addition to accrued liabilities) to the extent legally permissible for the amounts that the Subtenant would have been required to pay to Continental under the Sublease had the Sublease not been terminated including the Authority's share thereof. The Subtenant shall pay, as damages, the difference between amounts obtained by adding the amounts owed to Continental plus the Manager's expense in re-entering or repossessing the Concession Facilities, putting the Concession Facilities in proper repair, altering the Concession Facilities for a new Subtenant, protecting the Concession Facilities and contracting expenses to obtain a new Subtenant, minus the revenue to be paid to Continental by a new Subtenant occupying the Concession Facilities for the

remaining Sublease period. In addition, the Subtenant shall pay to the Manager or Continental such sums as the court which has competent jurisdiction thereover may adjudge as reasonable attorneys' fees with respect to any lawsuit or action instituted by the Manager or Continental to enforce the provisions of the Sublease.

E. Replacement Subtenant. The Manager shall locate a replacement Subtenant and negotiate, on Continental's behalf, to enter into a new Sublease with a replacement Subtenant that will occupy the Concession Facilities for all or any part of the unexpired portion of the remaining period of the Sublease or for any longer period, subject to Continental's approval and the terms and conditions set forth in this Contract. The Manager shall use commercially reasonably efforts to locate a replacement Subtenant and negotiate a new Sublease for the Concession Facilities, subject to Continental's approval, on an expedited basis as is reasonable under the circumstances. Continental shall have the right to accept or reject any new Subleases which in all cases must be executed by Continental and subject to the written consent by way of a permit agreement as aforesaid of the Authority. As between Manager and Continental, Manager shall use its commercially reasonable efforts to mitigate any damages from any Subtenant default.

F. Cure by Continental or the Manager. If the Subtenant is in default under the Sublease, Continental and/or the Manager may cure the default at any time through any action deemed appropriate by Continental and/or the Manager for the account and at the expense of the Subtenant. Subtenant shall reimburse the Manager or Continental for any amounts expended by the Subtenant in connection with the cure. Such cure shall not constitute a waiver of Continental's or the Manager's rights with respect to that or any other default, unless otherwise expressly stated in writing by Continental or the Manager.

G. No Waiver. The Manager's and Continental's rights and remedies set forth in the Sublease shall be in addition to any other right and remedy now and hereafter provided by law. All rights and remedies shall be cumulative and not exclusive of each other. No delay by the Manager or Continental in exercising a right or remedy shall constitute a waiver or acquiescence to the default. No waiver of a default shall be effective unless it is in writing. No waiver of a default shall extend or affect any other default, excuse future similar defaults or impair any right or remedy with respect thereto.

H. Right to Lien. The right to a lien on the inventory and other property of the Subtenant is expressly granted to the Manager, Continental and/or the Authority in any case where the Subtenant fails to pay amounts due to the Manager, Continental and/or the Authority (to the extent of the Authority's share thereof) under the Sublease.

I. Liability for Damage. Neither the Manager nor Continental shall be liable for any damage, including loss of profit, and the Subtenant shall not make a claim of any kind whatsoever against Continental or the Manager, its agents or representatives, by reason of any action taken pursuant the Sublease.

J. Bankruptcy or Reorganization of the Subtenant. To the extent that Continental's or the Manager's right to terminate the Sublease in accordance with this Article is determined to be unenforceable under the United States Bankruptcy Code, as amended from time to time (the "Code"), or under any other statute, then Subtenant and any trustee or receiver who may be appointed agree: (1) to perform promptly every obligation of Subtenant under the Sublease until the Sublease is either rejected, assumed or deemed rejected under the Code; (2) to pay on a current basis, as set forth in the Sublease, the monthly payments; (3) to reject or assume the Sublease within sixty (60) days of a filing of a petition under the Code; (4) to give Continental and the Manager at least forty-five (45) days prior written notice of any proceedings relating to assumption of the Sublease; (5) to cure or provide adequate assurance of a prompt cure of any default of Subtenant under the Sublease; (6) to provide to Continental and the Manager adequate assurance of future performance under the Sublease.

ARTICLE XXIV. LAWS, REGULATIONS AND COMPLIANCE

A. Laws and Regulations. The Sublease shall obligate the Subtenant (and the Manager hereunder) to comply with all applicable federal, State of New Jersey and local laws, codes, regulations (including regulations of Continental or the Authority), ordinances, rules and orders now or hereafter enacted.

B. Safety and Fire Regulations. The Subtenant and Manager shall conduct their operations and activities under the Sublease and this Contract in compliance with all safety regulations and directives of Continental and the Authority and applicable federal, State of New Jersey and local laws which relate directly to the operation of the Terminal Building. The Subtenant shall procure and maintain such fire prevention and extinguishing devices as required by Continental and the Authority and shall at all times be familiar with and comply with the fire regulations and orders of Continental and the Authority.

C. Airport Security. The Subtenant and the Manager shall be familiar with and conduct their operations in accordance with all regulations and directives of Continental, the Authority and the Federal Aviation Administration with respect to maintaining Airport security.

D. Issuance of Rules and Regulations. Continental and the Authority shall have the right to prescribe in their sole discretion such reasonable rules and regulations which in Continental's and the Authority's judgment are necessary or appropriate for the general well-being, safety, care and cleanliness of the Terminal Building and the Airport.

E. Compliance by Other Concessionaires and Subtenants. The Manager and Continental shall, whenever possible, make reasonable efforts to obtain uniform compliance with Continental's and the Authority's rules and regulations; however, the Manager, Continental and the Authority shall not be liable to the Subtenant for any violation or non-observance of such rules and regulations by any user, tenant, other Subtenant, concessionaire, invitee, licensee or trespasser at the Terminal Building and/or the Airport, nor shall such violation or non-observance by a user, tenant, concessionaire, invitee, licensee or trespasser at the Terminal

Building and/or the Airport constitute a waiver of the Subtenant's obligation to comply with Continental and Authority rules and regulations.

F. Notification of Theft or Damage. The Subtenant and Manager shall inform Continental and the Authority and the Airport Police Department, in writing, within twenty-four (24) hours after Manager or Subtenant becomes aware of any damage to or alleged theft of Continental property or the Authority property or private property.

ARTICLE XXV. DAMAGE OR DESTRUCTION OF THE PREMISES.

A. Partial Damage. If all or a portion of the Premises or the Concession Facilities are partially damaged by fire, explosion, the elements, the public enemy or other casualty but not rendered untenantable, the same will be repaired with due diligence by Continental at its own cost and expense, to the extent required of Continental in the Terminal C Lease, and there will be no abatement of rent, subject to the limitations of Article XXV. C.; provided, however, that if the damage is caused by the negligence, act or omission to act of the Subtenant, its sublessees, agents, employees, contractors, subcontractors, licensees or representatives to the extent that such damage is not covered by Continental's insurance, the Subtenant shall be responsible for reimbursing Continental for the cost and expense incurred in such repair, including any deductibles under Continental's insurance. In no event shall the Manager, Continental or the Authority be responsible in any way for any damage or destruction to the Subtenants' Fixed Improvements, Operating Equipment, personal property and inventory even if caused by the negligence of any such party.

B. Extensive Damage. If the damages referred to in Article XXV. A. shall be so extensive as to render the Premises or any Concession Facilities untenantable but capable of being repaired in thirty (30) days, the same shall be repaired with due diligence by Continental at its own cost and expense, subject to the limitations of Article XXV. C. and D., to the extent required of Continental in the Terminal C Lease. An appropriate portion of rent and fees shall abate unless the damage is caused by the negligence, act or omission to act of the Subtenant, its contractors, subcontractors, agents, representatives, licensees or employees. If the damage is caused by the act or omission of the Subtenant, its contractors, subcontractors, agents, representatives, licensees or employees to the extent that such damage or destruction is not covered by Continental's insurance, the Subtenant shall be responsible for reimbursing Continental for the cost and expense incurred in such repair, including any deductibles under Continental's insurance. In no event shall the Manager, Continental or the Authority be responsible in any way for any damage or destruction to the Subtenants' Fixed Improvements, Operating Equipment, personal property and inventory even if caused by the negligence of any such party.

C. Complete Destruction.

1. Except as stated in Article XXV. A., B., and C.2., in the event the Premises or any Concession Facilities are completely destroyed by fire, explosion, the elements, the

public enemy or other casualty or so damaged that they are untenantable and cannot be repaired or replaced except after more than thirty (30) days, Continental shall not be required to (but may elect to) undertake the repair, replacement and reconstruction of the Premises and all Concession Facilities. If rent is to be abated, such abatement shall extend from the time of such damage or destruction until a period not to exceed sixty (60) days after the base building restoration has been made by Continental and Continental or the Manager have advised Subtenant to commence Subtenant's repair and restoration work to the Concession Facilities. If within six (6) months after the time of such damage or destruction said Premises or any Concession Facilities shall not have been repaired or reconstructed by Continental as provided above, the Subtenant may give Continental written notice of its intention to cancel the Sublease in its entirety.

2. Notwithstanding the foregoing set forth in Article XXV. C.1., if said Concession Facilities are completely destroyed as a result of the negligence, act or omission to act of the Subtenant, its contractors, subcontractors, agents, representatives, licensees or employees, rent and fees shall not abate and Continental may, at its discretion, require the Subtenant to repair and reconstruct the damaged property and Concession Facilities within four (4) months of such destruction and pay the costs therefor or Continental may repair and reconstruct the damaged property or the Concession Facilities within six (6) months of such destruction, and the Subtenant shall be responsible for reimbursing Continental for the costs and expenses incurred in such repair to the extent such costs and expenses exceed the Subtenant's insurance proceeds.

D. Limits of Continental's Obligations Defined. It is understood that, in the application of the foregoing Sections in this Article, Continental's obligations shall be limited to repair and reconstruction of the Premises and Concession Facilities to, as nearly as possible, a condition and quality as existed at the commencement of Subtenant's Work under the Sublease. A renovation of the Concession Facilities and replacement of furniture, fixtures, equipment, Fixed Improvements, Operating Equipment, merchandise, inventory and supplies shall be the responsibility of the Subtenant and any such renovation and refurnishing/re-equipping shall be of equivalent quality to that originally installed pursuant to the Sublease or this Contract.

E. If, as the result of the application of the provisions of this Article XXV, one or more Concession Facilities are deemed untenantable and Continental decides, in its sole discretion, not to reconstruct or repair the Concession Facilities and deem same untenantable and terminated (or if this Contract is terminated), which cover in whole or in part Concession Facilities where Manager has made an investment pursuant to Manager's Maximum or Minimum Contribution as defined in Article V. M., then insurance proceeds of the Subtenant (if Subtenant is responsible for such damage or destruction) shall first reimburse Manager for the unamortized portion of its investment as same relates to such untenantable and terminated Concession Facilities as calculated using the amortization provisions of Article I. B. If

Continental is responsible for such damage or destruction, then Continental shall make such reimbursement to the Manager.

ARTICLE XXVI. ADDITIONAL BOND SECURITY

A. When any Sublease requires the posting of a bond, guarantee or security, the Subtenant shall promptly furnish additional security required to protect Continental, the Authority and the Manager under this Contract when:

1. Any surety upon any bond required or furnished with the Sublease becomes unacceptable to Continental, the Authority or Manager;

2. Any surety fails to furnish reports on its financial condition as required by the Sublease, Continental, the Authority or the Manager; or

3. The revenue payable to Continental, the Authority or to the Manager is increased so that the penal sum of any bond or guarantee becomes inadequate to protect Continental, the Authority or the Manager in their sole opinion.

ARTICLE XXVII. DAMAGE AND INJURY: INDEMNIFICATION AND INSURANCE

A. Damage Caused by Subtenant or the Manager. Subject to the provisions of Article XXV, all damage to the Premises or Concession Facilities or to the Airport in any way caused by Subtenant, the Manager or their respective agents, employees, contractors, visitors, guests or invitees, shall be repaired at the expense of the person causing the damage. In the event of such damage, Continental shall have the option to make such repairs as are necessary, and any charges, costs or damages so incurred by Continental shall be paid by the person causing the damage.

B. Subtenants Indemnification -- General. The Subtenants (pursuant to the Sublease) shall defend, indemnify and hold the Manager, the Authority and Continental and their agents, officers and employees completely harmless from and against any and all claims, suits, demands, actions, liabilities, losses, damages, judgments or fines arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including attorney fees, court costs and expert fees) of any nature whatsoever arising out of the Subtenant's conduct of its business in the Terminal Building or in its use and occupancy of the Premises or the Concession Facilities regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the grossly negligent act or omission or willful misconduct of Manager, Continental or the Authority. The Manager or Continental shall give to the Subtenants reasonable notice of, and any opportunity to defend against, any such claims or actions.

C. Subtenants Indemnification -- Violation of Laws. The Subtenants (pursuant to the Sublease) shall defend, indemnify and hold the Manager, Continental and the Authority and its agents,

officers and employees completely harmless from and against any claim, suit, demand, action, liability, loss, damage, judgment, fine or civil penalty and all costs and expenses of whatever kind of nature (including attorney fees, court costs and expert fees) associated therewith in any way arising from or based upon the violation of any federal, state or municipal laws, statutes, resolutions or regulations by Subtenants or its agents, employees, contractors, subcontractors or sublessees, in conjunction with the Subtenant's use and/or occupancy of the Terminal Building. The Manager or Continental shall give Subtenants reasonable notice of and an opportunity to defend against any such claims or actions.

D. Subtenants Indemnification - Airport Security. If Continental is deemed to be in noncompliance with laws or regulations governing access to secure areas of the Terminal Building and to the areas of any airfield which is part of the Airport and said noncompliance is the result of or due to the negligence or act or omission of the Subtenants or of any of Subtenants' employees, agents, contractors, subcontractors, licensees or sublessees and such breach results in a civil penalty action against Continental, Manager shall cause the Subtenants (pursuant to the Sublease) to reimburse Continental for all expenses, including reasonable attorney fees incurred by Continental in defending against the civil penalty action and for any civil penalty or settlement amount paid by Continental as a result of the civil penalty action. The Manager or Continental shall give Subtenants reasonable notice of any allegation, investigation or proposed or actual civil penalty which relates to negligence or act or omission of the Subtenants.

E. Manager's Indemnification. Manager shall defend, indemnify and hold Continental and the Authority and their agents, officers and employees harmless from and against any and all claims, suits, demands, actions, liabilities, loses, damages, judgments or fines (including, without limitation, attorneys' fees, court costs and experts fees) by reason of any claim or demand being made upon or any action taken against Continental and the Authority and their agents, officers and employees arising from Manager's gross negligence, omission to act or willful misconduct or failure by Manager to perform Manager's obligations under this Contract, except to the extent any such claim or demand is caused by the negligent act, or omission or willful misconduct of Continental. Continental shall give to Manager reasonable notice of, and opportunity to defend against any such claims or actions. Notwithstanding the foregoing, with respect to the Manager's handling and disbursement of funds due Continental or the Authority under this Contract that have been collected from the Subtenants and received by the Manager, the Manager's standard under this indemnification shall be ordinary negligence.

F. Continental's Indemnification. Continental shall defend, indemnify and hold the Manager and its agents, officers and employees harmless from and against any and all claims, suits, demands, actions, liabilities, losses, damages, judgments or fines (including, without limitation, attorneys' fees, court costs and experts fees) by reason of any claim or demand being made upon or any action taken against Manager and its agents, officers and employees arising from Continental's gross negligence, omission to act or willful misconduct in connection with its activities conducted within the Terminal Building, except to the extent

any such claim or demand is caused by the negligent act, or omission or willful misconduct of Manager. Manager shall give Continental reasonable notice of, and opportunity to defend against any such claims or actions.

G. Survival of Indemnification. The provisions of Article XXVII. B., C., D., E. and F. shall survive the expiration, termination or early cancellation of any applicable Sublease or this Contract for claims, suits, demands, actions, liabilities, loss or damage, which occur prior to the termination or early cancellation of any applicable Sublease or this Contract.

H. Notice of Subtenant or Manager: Types of Insurance Coverage. Notwithstanding the above indemnification, Subtenant or the Manager shall give Continental and the Authority notice of any matter that may be covered by the indemnification and shall forward to Continental and the Authority every demand, notice, summons or other process received in any claim or legal proceeding covered thereby. Further, Subtenant and the Manager, at their sole cost and expense, shall throughout the Term of this Contract or Sublease (as applicable), keep all of their respective operations at the Terminal Building and its obligation to indemnify Continental and the Authority pursuant to this Article, continuously and fully insured. The following types of insurance are required; the specific minimum amounts and limits of such insurance, as well as any additional types of required insurance, are specified elsewhere in this Contract or in the applicable Sublease. Said limits shall in no event be construed to limit or modify Subtenant's or the Manager's obligation to indemnify Continental and the Authority as set forth above.

1. Statutory limits with All States Endorsement for Workers' Compensation and Employer's Liability.

2. Comprehensive General Liability Insurance. Coverage must include broad form contractual, property damage, products-completed operations, personal injury, premises operations, independent contractors and subcontractors and fire legal liability. Such policy or policies shall be issued on an occurrence basis and shall cover the Premises as well as the Terminal Building and the entire Airport.

3. Comprehensive Automobile Liability Insurance. Coverage must include bodily injury and property damage per occurrence for owned, non-owned and hired vehicles.

4. Property coverage for Subtenant's and the Manager's personal property used on Continental's or the Authority's property. All policies must provide replacement cost.

I. Insurance Requirements.

1. All insurance maintained by the Manager pursuant to this Contract or by Subtenant pursuant to the Sublease shall be obtained from an insurance company or companies possessing a rating of B+10 or higher from the A.M. Best Company or an equivalent rating.

2. Said policy or policies of insurance shall contain a provision that written notice of cancellation, alteration or any material change thereof shall be delivered to Continental and Manager (as to Subtenant's policies) not less than thirty (30) days in advance of the effective date of the cancellation and in no event shall such policies be canceled by Subtenant or the Manager without Continental's prior written consent unless equivalent replacement policies are then issued and available. All policies carried by Subtenant, except Workers' Compensation and Employer's Liability, shall identify Manager, Continental and the Authority and their respective agents, employees and representatives, if any, as additional insureds. All policies carried by Manager, except Worker's Compensation and Employer's Liability, shall identify Continental and the Authority and their respective agents, employees and representatives, if any, as additional insureds. Said policies shall cover only claims arising from events addressed in this Contract or in the Subleases.

3. If, in Continental's reasonable and non-discriminatory opinion, the minimum limits of the insurance herein required have become inadequate during the term of the Contract, Subtenant or the Manager, as the case may be, shall increase such minimum limits by reasonable amounts at the request of Continental, provided that said coverage is required at other major U.S. airports.

4. The Manager or Subtenant, as the case may be, shall deliver each policy and certificate of required coverage to Continental for approval upon the Manager's execution of this Contract or Subtenant's execution of any Sublease. All insurance to be carried by any Subtenant shall be approved by Manager in advance of approval of Continental.

J. Continental's Insurance. Continental shall maintain the types of insurance as may be required pursuant to the terms and conditions of the Terminal C Lease.

K. Waiver of Recovery. Neither Continental nor the Manager shall be liable to the other party or to the other party's insurance company (by way of subrogation or otherwise) insuring the other party for any property loss or damage to the Terminal Building, structure or other tangible property, or any resulting loss of income, or losses under workers' compensation laws or benefits, even though such loss or damage might have been occasioned by the negligence of either Continental, the Manager or their agents, officers and employees. The provisions of this Section shall not limit the indemnification provided for in this Article.

ARTICLE XXVIII. RECORDS AND BOOKS: INSPECTIONS: AUDITS

A. Maintenance of Books and Records. Manager and each Subtenant shall maintain full and accurate books of accounts and records from which construction costs, fees, expenses, Rents, Percentage Rents and Gross Revenues can be determined and which shall be conveniently segregated from other business matters. These books of accounts and records shall be kept at the principal business offices of the Manager and each Subtenant. The Manager shall use reasonable efforts to maintain true and complete copies of its books and records as required above within the Port of New York District. The records shall be so kept and maintained for

at least six (6) years after the expiration or termination of this Contract or Sublease, as applicable. The foregoing books and records so required to be kept and maintained by Subtenants shall include all federal, state and local tax returns, records of daily bank deposits of the entire receipts from transactions on the Concession Facilities, daily dated cash register tapes, sales books, duplicate bank deposit slips, bank statements, payroll records, invoices, canceled checks, journals and ledgers.

B. Continental's Right to Inspect. Until the end of the period specified for the keeping of books and records, Continental and Manager (as to Subtenants) shall have the right to inspect and audit all books and records and all other papers and files of Manager and the Subtenants relating to construction costs, fees, expenses, Rents, Percentage Rents and Gross Revenues under this Contract or any Sublease. Any such inspection or audit shall be conducted during regular business and may be conducted by Continental's or Manager's employees or by anyone authorized in writing by Continental or Manager to conduct such inspections and audits. The Subtenant or Manager shall produce the appropriate books and records at the principal business offices of the Manager and each Subtenant on request of Continental or Manager and further shall reasonably accommodate Continental's or Manager's representatives who are conducting the inspection or audit, providing workspace, allowing photocopying and allowing interviewing of Subtenant's or Manager's employees and representatives. Continental's or Manager's right to inspect books and records extends to the books and records of all contractors and subcontractors under the Sublease or this Contract as well as to the work papers of the Subtenant's CPA as they relate to this Contract or the Subleases. The Manager acknowledges the right of the Authority to the same inspection and audit rights given to Continental under this paragraph. Notwithstanding the foregoing, if any of such Manager's books and records have been maintained outside of the Port of New York District, then the Authority in its sole discretion may: (i) require Manager to produce its books and records within the Port of New York District within thirty (30) calendar days after receipt of the Authority's written notice to produce the required books and records; or (ii) if Manager fails to promptly provide all of such books and records within the time period stated above or as between Manager and the Authority such other and additional requirements as set forth in Manager's Privilege Permit with the Authority, the Authority shall have the right to inspect and examine such books and records at the location they have been maintained and in such event Manager shall pay to the Authority when billed for all lodging, travel costs and related expenses, as determined by the Authority, for Authority auditors and other representatives, employees and officers in connection with such inspection and examination.

C. Reports to Continental and the Authority. Continental and the Authority will be provided with all reports and such other data as are prescribed by any Sublease or this Contract or which may be required during the period of any Sublease or this Contract, and the Manager or Subtenant shall use the forms designated by Continental or the Authority for the reports. Continental and the Authority shall have the right to examine the Manager's or Subtenant's records to verify the validity and accuracy of these reports and data.

D. Retention of Records. Notwithstanding any other provision of this Contract, records relating to litigation or settlement of claims arising under or relating to any Sublease or this Contract shall be made available for six (6) years after the expiration or termination of any Sublease or this Contract or until such litigation or claims are completely disposed of and all time limits for appeal have expired, whichever is longer. If Continental or the Authority contends that an error may exist with respect to any of Subtenant's or the Manager's books, records, papers or files, it shall notify Subtenant or the Manager before the end of the period specified for keeping of books and records, and the period shall be extended until Continental's or the Authority's contention has been finally resolved.

ARTICLE XXIX. APPLICABILITY OF CONTRACT TERMS TO SUBCONTRACTORS

A. Inclusion of Contract Terms. Any restriction or requirement imposed upon Subtenant or the Manager under this Contract or any Sublease shall be deemed to extend to Subtenant's or the Manager's agents, employees, contractors, subcontractors and guarantors (if any). It shall be Subtenant's and the Manager's obligation to cause these persons to comply with the restrictions and requirements as set forth under this Contract or any Sublease.

B. Inclusion of Contract Terms in Subtenant's and Manager's Documents. The Manager and Subtenant shall include all of the applicable clauses and provisions of this Contract in all contracts and subcontracts it enters into pursuant to the Sublease or this Contract. The applicable clauses and provisions shall be altered only as necessary to identify properly the contracting parties. Notwithstanding anything to the contrary herein, the indemnification provisions contained in Article XXVI. B., C., D. and E. herein, when incorporated into a contract or subcontract, shall clearly state that the contractor's or subcontractor's indemnification relates only to the contractor's or subcontractor's activities on the Airport, not to all of Subtenant's or the Manager's activities on the Airport. Further, the Manager shall require any contractor, subcontractor, agent or designee with whom Manager contracts or subcontracts to obtain and continuously remain in compliance with any and all required insurance provisions, and Manager shall use its best efforts to require any contractor, subcontractor, agent or designee with whom Subtenant contracts or subcontracts to obtain and continuously remain in compliance with any and all required insurance provisions.

ARTICLE XXX. SURRENDER

A. Surrender of Occupancy. When this Contract or any Sublease expires or is terminated in whole or in part as provided for elsewhere in this Contract and any Sublease, the Manager or Subtenant (as the case may be) shall surrender the Premises, the Concession Facilities and all Fixed Improvements and Operating Equipment therein broom clean and in good condition and repair with the exception of reasonable wear and tear and damage by loss or casualty not covered by insurance which Subtenant or the Manager is required to maintain pursuant to this Contract or the Sublease and not otherwise attributable to Subtenant's or the Manager's fault

or negligence.

B. Abandonment. Subtenant or the Manager shall be deemed to have abandoned to Continental any property which it has failed to remove from the Premises or the Concession Facilities within fifteen (15) calendar days after the end of the Term of this Contract or the Sublease or the effective date of termination thereof, unless Continental grants additional time for this purpose in writing. After the expiration of the fifteen (15)-day period or any extension thereof granted by Continental, Continental's agent or Manager (with respect to Subtenants) shall have the right to remove the property and restore the area to a satisfactory condition and hold the Manager or Subtenant (as the case may be) liable for all actual and reasonable costs incident thereto. In the event it is necessary for Continental to remove such property, Continental shall not sustain or be charged with any liability by reason of the removal or custodial care of the same and any such property shall be deemed abandoned by Subtenant or Manager, as the case may be.

ARTICLE XXXI. IMPACT OF CONSTRUCTION ACTIVITIES

A. Each of the Manager and Subtenants recognize that from time to time during the Term of this Contract and/or any Sublease, it will be necessary for Continental or the Authority to initiate and carry forward extensive programs of construction, reconstruction, expansion, relocation, maintenance and repair on the Terminal Building or the Airport and that such construction, reconstruction, expansion, relocation, maintenance and repair may inconvenience or impair Subtenant or the Manager in its operations in the Terminal Building. The Manager agrees (and Subtenant will agree in the Sublease) that no liability shall attach to Continental or the Authority, its officers, agents, employees, contractors, subcontractors and representatives by way of such inconveniences or impairment, and the Manager waives (and Subtenant will waive in the Sublease) any right to claim damages or other consideration for such inconveniences or impairment.

ARTICLE XXXII. ASSIGNMENT

A. Prohibition. Except as otherwise provided herein, Manager or Subtenant shall not transfer or assign this Contract or the Sublease or any interest in this Contract or Sublease or their respective rights under this Contract or the Sublease or allow same to be assumed by operation of law or otherwise, without the express written consent of Continental. However, it is agreed that Manager may, at its sole option subcontract its obligations with respect to the loading dock, Subtenant deliveries, the escort service and maintenance of the food court common seating area as well as to the design and construction activities to be conducted by Manager pursuant to this Contract and each subcontractor may be required to obtain, in advance, an Authority permit; provided, however, in the event Manager subcontracts any of such obligations to a subsidiary or affiliate of the Manager, and if any amounts payable by Manager under such subcontracts would be subject to reimbursement by either Continental under this Contract or the Subtenants under the Subleases, then such amounts subject to reimbursement shall not exceed the amounts that would have been reimbursable as if such

subcontracts had been negotiated with third parties on an arms-length basis based upon competitive rates available in the metropolitan New Jersey/New York area. Transfers, assumptions or assignments occurring by operation of law are also prohibited. Any attempted transfer, assumption, assignment or subcontract shall be void and confer no rights upon any third person. No assignment, transfer, assumption or subcontract shall relieve Manager or Subtenant of any obligations under this Contract or the Sublease. The consent by Continental or the Authority to any transfer, assignment, assumption or subcontract shall not be deemed to be a waiver on the part of Continental or the Authority to any prohibition against any future transfer, assignment, assumption or subcontract. Notwithstanding the foregoing, Manager shall have the right to assign or transfer this Contract to its parent corporation, subsidiaries or affiliates, subject in all events to the prior written consent of both Continental, such consent not to be unreasonably withheld, and the Authority, such consent determined in its sole and absolute discretion.

B. Sale of Stock or Sale of Partnership Interest. Except as provided below, the sale of any of the stock of Manager or Subtenant or, if the Manager or Subtenant is a partnership, sale of any partnership interest therein, shall constitute an assignment of this Contract or the Sublease in the context of this Article XXXII. B. if, after giving effect to all previous transfers of the stock or partnership interests after the date of this Contract more than fifty (50) percent of the stock of, or partnership interests in, the Manager or Subtenant shall have been transferred. This clause shall not apply to the sale of stock or to a merger or consolidation of a public corporation; to the sale of a subsidiary of a public corporation to its parent or another subsidiary of the public corporation; to a merger or consolidation of a public corporation with one or more of its subsidiaries; or to a merger or consolidation of one or more subsidiaries of a public corporation with each other. This paragraph B shall apply as between the Parties but shall not bind the Authority, whose prior written consent to any and all transfers of ownership, assignments and otherwise is required.

C. Transfers. The term "transfer" includes, but is not limited to transactions in which the Manager's or Subtenant's interest in this Contract or Premises or any Sublease or Concession Facilities is mortgaged or otherwise encumbered or in which the Manager or Subtenant sublets, rents or otherwise permits occupancy or use of the Premises or Concession Facilities by a third party.

D. Consent. Without limiting Section A of this Article XXXII, if Continental consents in writing to any transfer, assignment, assumption or subcontract, that consent shall not be effective unless and until Manager or Subtenant, as the case may be, gives notice of the transfer, assumption or assignment and a copy of the transfer, assumption, assignment or subcontract agreement to Continental, and the transferee, assignee or subcontractor assumes all of the obligations and liabilities of the Manager under this Contract or the Subtenant under any Sublease.

ARTICLE XXXIII. FEDERAL REGULATIONS

A. Federal Government's Emergency Clause. All provisions of this Contract and any Sublease shall be subordinate to the rights of the United States of America to operate the Airport or any portion thereof during time of war or declared national emergency in accordance with established lawful procedures. Such rights shall supersede any provision of this Contract and any Sublease that is inconsistent with the operation of the Airport by the United States of America during time of war or national emergency.

ARTICLE XXXIV. NONDISCRIMINATION. DBE PARTICIPATION

A. Subject to 49 CFR Part 23. This Contract is subject to the requirements of the U.S. Department of Transportation's ("DOT") regulations, 49 C.F.R. Part 23, subpart F. The Manager (and each Subtenant under each Sublease) 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 Sublease covered by 49 C.F.R. Part 23, subpart F.

B. Inclusion of Clause in Subcontracts. The Manager agrees (and Subtenant under each Sublease will agree) to include the statements set forth in this Article XXXIV in any subsequent concession or Sublease that it enters into or negotiates and cause those businesses to similarly include the statements in further agreements.

C. Nondiscrimination. The Manager itself, its personal representatives, successor-in-interest and assigns as part of the consideration hereof does hereby covenant and agree that (and will cause each Subtenant to agree in each Sublease): (1) in the event facilities are constructed, maintained or otherwise operated on the Premises or Concession Facilities for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Manager or the Subtenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 C.F.R. Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended; (2) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of or employment in said facilities; (3) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from, denied the benefits of, or otherwise be subject to discrimination; and, (4) the Manager shall use the Premises and the Subtenant shall use the Concession Facilities in compliance with all other requirements imposed by or pursuant to 49 C.F.R. Part 21 and as said Regulations may be amended.

D. General Civil Rights Provision. The Manager assures (and Subtenant shall assure in each Sublease) that it will comply with pertinent statutes, executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national

origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision obligates the Manager or its transferee (or Subtenant or any of its transferees) for the period during which federal assistance is extended to the Airport program, except where federal assistance is to provide, or is in the form of personal property or real property or interest therein or the structures or improvements thereon. In these cases, this provision obligates the Manager or any transferee (or any Subtenant or its transferees) for the longer of the following periods: (a) the period during which the property is used by Continental or the Authority or any transferee for a purpose for which federal assistance is extended or for another purpose involving the provision of similar services or benefits; or (b) the period during which Continental or the Authority or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractor from the bid solicitation period through the completion of the contract.

ARTICLE XXXV. STRIKES OR PICKETING AFFECTING ACCESS TO AIRPORT

A. If Continental or the Authority notifies the Manager or Subtenant in writing that a strike or picketing: (1) is directed at the Manager or Subtenant and/or contractor, subcontractor or any employee of either Manager of Subtenant, and (2) impedes or threatens to impede access by any person to the facility or facilities where the site(s) of the work is (are) located, the Manager or Subtenant shall take all appropriate action to end such strike or picketing, including, if necessary, the filing of a charge of unfair labor practice with the National Labor Relations Board or the utilization of any other available judicial or administrative remedies. In the event the Manager's or Subtenant's operations are curtailed, interrupted, or otherwise handicapped, in whole or in part, because of an employee strike against the Manager or Subtenant, such condition shall not operate to relieve the Manager or Subtenant of its obligation to pay rent and fees required under this Contract or any Sublease except as otherwise specifically provided for elsewhere in this Contract or any Sublease.

ARTICLE XXXVI. MISCELLANEOUS

A. Rights Reserved to Continental or the Authority. All rights not specifically granted to the Manager by this Contract are reserved to Continental, and to the extent required by the Terminal C Lease, the Authority.

B. Continental Not Liable. Except as specifically provided for in this Contract, Continental shall not be under any duty or obligation to the Manager or Subtenant to repair or maintain the Premises or any Concession Facilities or any portion thereof or any facilities or equipment constructed thereon. Continental and the Authority shall not be responsible or liable to the Manager or Subtenant for any claims for compensation or any losses, damages or injury, including lost profits, sustained by Subtenant or the Manager resulting from failure of any water supply, heat, air conditioning, electrical power or sewer or drainage facility or caused by the natural physical conditions at the Terminal Building and the Airport whether on the surface or underground, including stability, moving, shifting, settlement of ground or

displacement of materials by fire, water, windstorm, tornado, act of God, or state of war, civilian commotion or riot or any other cause or period beyond the reasonable control of Continental or the Authority except to the extent covered by Continental's insurance.

C. Security. The Manager understands that the police security protection provided by Continental or the Authority is finite and limited to that generally provided to any other business on the Airport and expressly acknowledges that any special security measures deemed necessary or desirable for additional protection of the Premises or any Concession Facilities, equipment improvements and the Manager's or Subtenant's personal property and that of their employees and invitees shall be the sole responsibility of the Manager or Subtenant and shall involve no cost or liability to Continental or the Authority.

D. Inspection. The Manager shall allow and provide in each Sublease that Continental or the Authority's authorized representatives' entry to the Concession Facilities for the purpose of examining and inspecting said Concession Facilities for purposes necessary, incidental to, or connected with the performance of Continental's or the Authority's rights and obligations under this Contract or under any Sublease or in the exercise of its governmental functions. Except in the case of an emergency or except if a default by Subtenant under any Sublease or a Default by Manager under this Contract, Continental or the Authority shall conduct such inspections during reasonable business hours and in the presence of the Manager's or Subtenant's representative.

E. Relationship of the Parties. Subtenants and the Manager are and shall be deemed to be independent contractors and operators responsible to all parties for their respective acts and omissions and Continental and the Authority shall in no way be responsible therefor. Nothing in this Contract or in any Sublease shall be construed as making the Manager or any Subtenant an agent or representative of Continental or the Authority, or of one another, for any purpose whatsoever, except and only for the limited purpose whereby Manager is responsible to collect Subtenants' Rental and other payments for the benefit of Continental and the Authority as expressly set forth in this Contract. Further, nothing in this Contract or in any Sublease is intended or shall be construed as in any way creating or establishing the relationship of copartners between the Parties hereto or with any Subtenant.

F. Quiet Enjoyment. Continental agrees that, upon payment of the applicable rents and charges and performance of the covenants and agreements on the part of the Manager and Subtenant to be performed hereunder and under any Sublease and subject to the other terms, conditions and provisions of this Contract and any Sublease, the Manager under this Contract and Subtenant under any Sublease shall peaceably have and enjoy the Premises or Concession Facilities, as the case may be, and all rights, licenses, services and privileges of the Terminal Building and the Airport and their appurtenances granted herein, subject to all of the terms hereof.

G. Ingress and Egress. For the purpose of Contract and Sublease performance, Continental hereby grants Subtenant and the Manager without charge therefor, the right of ingress and

egress to and from said Premises or Concession Facilities by the Manager, and Subtenant and their respective employees, contractors, subcontractors, suppliers, servicemen, licensees, guests, patrons and invitees. Such right of ingress and egress shall at all times be exercised in compliance with any and all regulations promulgated by lawful authority for the care, operation, maintenance and protection of the Terminal Building and the Airport which apply to all users of the Terminal Building and the Airport; and provided further, that such right of ingress and egress shall not be construed to prohibit Continental or the Authority from establishing and assessing a fee or charge for the privilege of entry upon the Airport when such fee or charge is levied upon all users of the Airport nor to prohibit Continental or the Authority from assessing a fee or charge on the Manager's or Subtenant's employees for parking their personal vehicles in the employee parking areas (if all similarly situated individuals are charged the same fee) or on persons conducting a business on the Airport. For purposes of this Article, a person shall be deemed to conduct business on the Airport if he is an employee of Manager or occupies any space on the Airport or if he provides any services on the Airport other than utilities on a regular or continuing basis.

H. Waiver of Performance. The failure of Continental or the Manager in any one or more instances to invoke a provision, term, covenant, reservation, condition or stipulation of this Contract or to enforce or take action or enforce or to demand performance by the other party hereto, or to insist upon a strict performance by the other of any of the provisions, terms, covenants, reservations, conditions or stipulations contained in this Contract shall not be considered a waiver or relinquishment of the rights to invoke, enforce, demand or insist thereon, but the same shall continue and remain in full force and effect, and no waiver by either party of any provision, term, covenant, reservation, condition or stipulation hereof shall be deemed to have been made in any instance unless expressed in writing. In the event any provision contained in this Contract is breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder.

I. Force Majeure. Except as herein provided, neither Continental nor the Manager shall be deemed to be in default hereunder if either party is prevented from performing any of the obligations hereunder by reason of default by Subtenants, strikes, boycotts, labor disputes, embargoes, shortages of energy or materials, acts of God, acts of the public enemy, riots, terroristic activities, rebellion or sabotage or any similar cause not within the reasonable control of Continental or Manager (including delays caused by the Authority in the implementation of the Terminal C Project with respect to any and all consents and/or permit agreements and approvals by the Authority that are required to be obtained by the Parties), provided, however, that any lack of funds shall not be deemed a cause beyond the control of Continental or Manager.

J. Severability. If any Article, section, provision, term or condition of this Contract is held invalid by a court of competent jurisdiction, the remainder hereof, including the remaining rights and obligations of Continental and the Manager shall not be affected thereby.

K. Prohibition Against Exclusive Rights. It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and Continental and the Authority reserve the right to grant to others the privileges and rights of conducting any or all activities of an aeronautical nature.

L. No Third Party Beneficiaries. This Contract is for the benefit of the Parties hereto only and is not intended to and shall not create any rights in or confer any benefits upon any person or entity other than the Parties hereto or to the Authority as specified herein.

M. Covenant Against Contingent Fees. The Manager warrants that no person or agency has been employed or retained to solicit or obtain this Contract upon an agreement or understanding for a contingent fee.

N. Governing Law. This Contract shall be governed by and in accordance with the laws of the State of New Jersey.

O. Venue. To the extent allowed by law, the venue for any action arising from this Contract shall be Essex County, New Jersey.

P. Notices. All notices to be given to the Parties hereto shall be in writing unless otherwise stated and shall be properly given when personally delivered to the address specified in the Contract and left with a responsible person or delivered by overnight service such as Federal Express and, in both instances, an appropriate receipt is obtained, or when sent by facsimile to the facsimile numbers specified in the Contract and an appropriate receipt is obtained or when sent by registered or certified mail addressed to the Parties at their respective addresses specified in the Contract. The Parties may change the notice information upon ten (10) days written notice given as herein specified. The date of notice shall be deemed when notice is mailed to be the date of mailing so long as the Postal Service certified actual delivery. A refusal of overnight service or a registered or certified mail notice shall constitute actual delivery hereunder.

Q. Effectiveness. The submission of an unsigned copy of this Contract to the Manager for the Manager's consideration does not constitute an offer to enter into a contract. This Contract shall not be binding upon either party until executed by both Parties and until a fully executed permit agreement has been entered into among the Authority and the Parties.

R. Duplicate Counterpart Originals. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

S. Capacity to Execute. The individuals executing this Contract warrant that they each have full authority to execute this Contract on behalf of Manager or Continental as the case may be.

T. Execution. The Parties hereto acknowledge that they have thoroughly read this Contract, including any Exhibits or attachments hereto and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

U. Title. Except pursuant to CA One's rights under the CA One Lease, Continental covenants that at the granting and delivery of this Contract and the Subleases, it has the right and authority enter into this Contract with Manager and to lease the Concession Facilities to the Subtenants as set forth in this Contract, subject to the Authority's approval.

V. Binding Effect. The terms, conditions and covenants of this Contract shall inure to the benefit of, and be binding upon, the Parties hereto and upon their successors and assigns, if any. This provision shall not constitute a waiver of any conditions regarding assignments contained in this Contract or any Sublease. No party shall be bound by this Contract until it is executed by both Parties.

W. Manager's Default Under Authority Privilege Permit No. ANB-019. Notwithstanding any other term or provision to the contrary contained in this Contract, if the Authority revokes or terminates Manager's Privilege Permit for a default thereunder which is not a Default under Article XVI. A. of this Contract, and Continental is required to terminate this Contract due to any such revocation or termination of Manager's Privilege Permit by the Authority, Continental and Manager hereby agree that such termination by Continental shall be a termination without cause and all of the provisions relating to a termination of this Contract without cause shall be applicable and govern under these circumstances and Manager shall be reimbursed by Continental as provided in such applicable provisions of this Contract.

IN WITNESS WHEREOF, the Parties have entered into and executed this Contract as of the date first above written.

CONTINENTAL AIRLINES, INC.,
a Delaware corporation

By: _____

Name: Holden Shannon

Title: Vice President Corporate Real Estate & Environmental Affairs

WESTFIELD CONCESSION MANAGEMENT, INC.,
a Delaware corporation

By: _____

Name: RICHARD E. GREEN

Title: PRESIDENT

INDEX OF EXHIBITS

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Exhibit B	Master Concept Merchandising Plan
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EXHIBIT A

PREMISES

EXHIBIT A - PART 1

NEWARK INTERNATIONAL AIRPORT
TERMINAL C
LIST OF LOCATIONS

SPACE	MERCHANDISE CATEGORY	SQ. FT.
	SPECIALTY RETAIL	
	C-1 CONCOURSE	
9	SPECIALTY RETAIL KIOSK	150
12	LICENSED SPORTS	712
13	ENTERTAINMENT THEMED	707
14	BOOKSTORE	1,320
17	LEATHER ACCESS/APPAREL	893
18	UNISEX APPAREL	1,450
20	JEWELRY & ACCESSORIES	506
21	MEN'S ACCESSORIES	601
33A	UNISEX APPAREL	1,025
33B	BATH & BODY	935
34	GIFTS & GADGETS	954
36	SNACK KIOSK	200
37	NATURE / EDUCATIONAL	1,038
38	REGIONAL THEMED GIFTS	1,279
39	CARDS & STATIONARY	1,332
41	WATCH KIOSK	200
42	SUNGLASS KIOSK	200
43	SPORT CAP KIOSK	200
44	PERFUME KIOSK	200
45	TRAVEL ACCESS KIOSK	259
46	FINE TOBACCO / ACCESS	256
50	SNACK KIOSK	200
	SUB-TOTAL	14,617
	C-2 CONCOURSE	
53	BOOKSTORE	732
57	SUNGLASS KIOSK	200
59	REGIONAL THEMED GIFTS	726
63	SPECIALTY RETAIL KIOSK	250
	SUB-TOTAL	1,908
	EXPRESS TERMINAL	
67	SPECIALTY RETAIL KIOSK	345
69	TRAVEL ACCESSORIES KIOSK	150
	SUB-TOTAL	495
	TOTAL	**17,020**

EXHIBIT A - PART 1

NEWARK INTERNATIONAL AIRPORT
TERMINAL C
LIST OF LOCATIONS

SPACE	MERCHANDISE CATEGORY	SQ. FT.
	FOOD & BEVERAGE	
	MAIN TERMINAL	
5	AU BON PAIN KIOSK	433
6	BUD BAR KIOSK	201
7	FROZEN FUSION JUICE BAR	431
	SUB-TOTAL	1,065
	C-1 CONCOURSE	
10	AU BON PAIN I	2,855
16	ANHEUSER BUSCH BREW HOUSE	1,606
22	EMPLOYEE CAFETERIA	5,000
23	COOKIES & CREAM DESSERTS *	973
24	BEN & JERRY'S *	1,268
25	MCDONALDS *	2,655
27	SBARRO	1,476
28	GREEN LEAF GRILL	1,038
29	NATHANS / GRETEL'S PRETZEL	1,386
30	WOK 'N ROLL	861
31	RESTAURANT **	3,732
35	AVIATION BAR	828
47	JAKE'S COFFEEHOUSE	816
48	GARDEN STATE DINER	3,200
49	CONTINENTAL ARENA SPORTS PUB	1,096
	SUB-TOTAL	28,790
	C-2 CONCOURSE	
51	MIAMI SUBS	2,504
56	MILLER PLANK HOUSE BREWERY	1,305
61	JAKE'S COFFEEHOUSE	1,333
64	SAMUEL ADAMS BREW PUB	1,062
	SUB-TOTAL	6,204
	EXPRESS TERMINAL	
66	AIR MEALS	377
68	JAKES EXPRESS	150
69A	BUD BAR KIOSK	150
70	NATHANS FAMOUS KIOSK	150
71	AMERICO'S	1,422
	SUB-TOTAL	2,249
	BAGGAGE LEVEL	
B01	JAKE'S COFFEEHOUSE	551
B03	NATHANS FAMOUS	557
	SUB-TOTAL	1,108
	TOTAL	**39,416**

* SF TO BE REVISED PER NEGOTIATIONS WITH MCDONALDS FOR LAYOUT OF NEW SPACE.

** SF TO BE REVISED PER NEGOTIATIONS WITH RESTAURANT FOR LAYOUT OF NEW SPACE.

EXHIBIT A - PART 1

NEWARK INTERNATIONAL AIRPORT
TERMINAL C
LIST OF LOCATIONS

SPACE	MERCHANDISE CATEGORY	SQ. FT.
	NEWS & GIFT	
	MAIN TERMINAL	
3	NEWS & GIFT	392
	C-1 CONCOURSE	
11	AU BON PAIN NEWS	1,056
32	WWW.NEWS.NEWARK	128
47A	JAKE'S NEWS	596
	SUB-TOTAL	1,780
	C-2 CONCOURSE	
52	NEWS & GIFT	1,328
63A	NEWS KIOSK	250
	SUB-TOTAL	1,578
	EXPRESS TERMINAL	
65	NEWS KIOSK	491
72	NEWS KIOSK	432
	SUB-TOTAL	923
	BAGGAGE LEVEL	
B05	WWW.NEWS.NEWARK	501
	TOTAL	5,174

	DUTY FREE / SERVICES	
	MAIN TERMINAL	
1	DUTY FREE	2,745
2	FOREIGN CURRENCY	287
4	SHOESHINE KIOSK	50
73	FOREIGN CURRENCY	103
74	BUSINESS SERVICE CENTER	31
75	BUSINESS SERVICE CENTER	31
76	BUSINESS SERVICE CENTER	31
	SUB-TOTAL	3,278
	TOTAL	3,278

SUMMARY-TERMINAL	
MAIN TERMINAL	4,735
C-1 CONCOURSE	45,187
C-2 CONCOURSE	9,690
EXPRESS TERMINAL	3,667
BAGGAGE LEVEL	1,609
TOTAL	64,888

EXHIBIT A - PART 1

NEWARK INTERNATIONAL AIRPORT
TERMINAL C
LIST OF LOCATIONS

SPACE	MERCHANDISE CATEGORY	SQ. FT.
	RMU PROGRAM	
TBD	RMU #1	75
TBD	RMU #2	75
TBD	RMU #3	75
TBD	RMU #4	75
TBD	RMU #5	75
TBD	RMU #6	75
TBD	RMU #7	75
TBD	RMU #8	75
TBD	RMU #9	75
TBD	RMU #10	75
TBD	RMU #11	75
TBD	RMU #12	75
TBD	RMU #13	75
TBD	RMU #14	75
TBD	RMU #15	75
TBD	RMU #16	75
TBD	RMU #17	75
TBD	RMU #18	75
TBD	RMU #19	75
TBD	RMU #20	75
TBD	RMU #21	75
TBD	RMU #22	75
TBD	RMU #23	75
TBD	RMU #24	75
TBD	RMU #25	75
TBD	RMU #26	75
TBD	RMU #27	75
TBD	RMU #28	75
TBD	RMU #29	75
TBD	RMU #30	75
	TOTAL	2,250

EXHIBIT A - PART 2

NEWARK INTERNATIONAL AIRPORT
TERMINAL C
WESTFIELD PREMISES

SPACE	MERCHANDISE CATEGORY	SQ. FT.
	SPECIALTY RETAIL	
	C-1 CONCOURSE	
9	SPECIALTY RETAIL KIOSK	150
12	LICENSED SPORTS	712
13	ENTERTAINMENT THEMED	707
14	BOOKSTORE	1,320
17	LEATHER ACCESS/APPAREL	893
18	UNISEX APPAREL	1,450
20	JEWELRY & ACCESSORIES	506
21	MEN'S ACCESSORIES	601
33A	UNISEX APPAREL	1,025
33B	BATH & BODY	935
34	GIFTS & GADGETS	954
36	SNACK KIOSK	200
37	NATURE / EDUCATIONAL	1,038
38	REGIONAL THEMED GIFTS	1,279
39	CARDS & STATIONARY	1,332
41	WATCH KIOSK	200
42	SUNGLASS KIOSK	200
43	SPORT CAP KIOSK	200
44	PERFUME KIOSK	200
45	TRAVEL ACCESS KIOSK	259
46	FINE TOBACCO / ACCESS	256
50	SNACK KIOSK	200
	SUB-TOTAL	14,617
	C-2 CONCOURSE	
53	BOOKSTORE	732
57	SUNGLASS KIOSK	200
59	REGIONAL THEMED GIFTS	726
63	SPECIALTY RETAIL KIOSK	250
	SUB-TOTAL	1,908
	EXPRESS TERMINAL	
67	SPECIALTY RETAIL KIOSK	345
69	TRAVEL ACCESSORIES KIOSK	150
	SUB-TOTAL	495
	TOTAL	17,020

EXHIBIT A - PART 2

NEWARK INTERNATIONAL AIRPORT
TERMINAL C
WESTFIELD PREMISES

SPACE	MERCHANDISE CATEGORY	SQ. FT.
	NEWS & GIFT	
	MAIN TERMINAL	
3	NEWS & GIFT	392
	C-2 CONCOURSE	
52	NEWS & GIFT	1,328
63A	NEWS KIOSK	250
	SUB-TOTAL	1,578
	EXPRESS TERMINAL	
65	NEWS KIOSK	491
72	NEWS KIOSK	432
	SUB-TOTAL	923
	TOTAL	**2,893**

SPACE	MERCHANDISE CATEGORY	SQ. FT.
	DUTY FREE / SERVICES	
	MAIN TERMINAL	
1	DUTY FREE	2,745
2	FOREIGN CURRENCY	287
4	SHOESHINE KIOSK	50
73	FOREIGN CURRENCY	103
74	BUSINESS SERVICE CENTER	31
75	BUSINESS SERVICE CENTER	31
76	BUSINESS SERVICE CENTER	31
	SUB-TOTAL	3,278
	TOTAL	**3,278**

SUMMARY-TERMINAL	
MAIN TERMINAL	3,670
C-1 CONCOURSE	14,617
C-2 CONCOURSE	3,486
EXPRESS TERMINAL	1,418
TOTAL	**23,191**

EXHIBIT A - PART 2

NEWARK INTERNATIONAL AIRPORT
TERMINAL C
WESTFIELD PREMISES

SPACE	MERCHANDISE CATEGORY	SQ. FT.
	RMU PROGRAM	
TBD	RMU #1	75
TBD	RMU #2	75
TBD	RMU #3	75
TBD	RMU #4	75
TBD	RMU #5	75
TBD	RMU #6	75
TBD	RMU #7	75
TBD	RMU #8	75
TBD	RMU #9	75
TBD	RMU #10	75
TBD	RMU #11	75
TBD	RMU #12	75
TBD	RMU #13	75
TBD	RMU #14	75
TBD	RMU #15	75
TBD	RMU #16	75
TBD	RMU #17	75
TBD	RMU #18	75
TBD	RMU #19	75
TBD	RMU #20	75
TBD	RMU #21	75
TBD	RMU #22	75
TBD	RMU #23	75
TBD	RMU #24	75
TBD	RMU #25	75
TBD	RMU #26	75
TBD	RMU #27	75
TBD	RMU #28	75
TBD	RMU #29	75
TBD	RMU #30	75
	TOTAL	2,250

EXHIBIT B

MASTER CONCEPT MERCHANDISING PLAN

EXHIBIT C

PROJECT TRANSITION SCHEDULE

EXHIBIT C

NEWARK INTERNATIONAL AIRPORT
TERMINAL C
PROJECT TRANSITION SCHEDULE

PROPOSED CONCESSION PLAN					CONST.	TENANT	SUBMIT	TENANT	TENANT
SPACE	MERCHANDISE CATEGORY	S.F.		RESP.	PHASE	DESIGN	PERMIT	CONST.	OPENING
1	WEITNAUER AMERICA, INC.	2,745		WCI	3	3/1/99	6/1/99	7/1/99	10/1/99
2	FOREIGN CURRENCY	287		WCI	3	3/1/99	6/1/99	7/1/99	10/1/99
3	NEWS & GIFT	392		WCI	2	12/1/98	3/1/99	4/1/99	7/1/99
4	SHOESHINE KIOSK	50		WCI	1	9/1/98	12/1/98	1/1/99	4/1/99
5	AU BON PAIN KIOSK	433		CA1	1	9/1/98	12/1/98	1/1/99	4/1/99
6	BUD BAR KIOSK	201		CA1	2	12/1/98	3/1/99	4/1/99	7/1/99
7	FROZEN FUSION JUICE BAR	431		CA1	1	9/1/98	12/1/98	1/1/99	4/1/99
9	SPECIALTY RETAIL KIOSK	150		WCI	2	12/1/98	3/1/99	4/1/99	7/1/99
10	AU BON PAIN I	2,855		CA1	2	12/1/98	3/1/99	4/1/99	7/1/99
11	AU BON PAIN NEWS	1,056		CA1	2	12/1/98	3/1/99	4/1/99	7/1/99
12	LICENSED SPORTS	712		WCI	4	6/1/99	9/1/99	10/1/99	1/1/00
13	ENTERTAINMENT THEMED	707		WCI	4	6/1/99	9/1/99	10/1/99	1/1/00
14	BOOKSTORE	1,320		WCI	3	3/1/99	6/1/99	7/1/99	10/1/99
16	ANHEUSER BUSCH BREW HOUSE	1,606		CA1	1	9/1/98	12/1/98	1/1/99	4/1/99
17	LEATHER ACCESSORIES/APPAREL	893		WCI	3	3/1/99	6/1/99	7/1/99	10/1/99
18	UNISEX APPAREL	1,450		WCI	3	3/1/99	6/1/99	7/1/99	10/1/99
20	JEWELRY & ACCESSORIES	506		WCI	3	3/1/99	6/1/99	7/1/99	10/1/99
21	MEN'S ACCESSORIES	601		WCI	3	3/1/99	6/1/99	7/1/99	10/1/99
22	EMPLOYEE CAFETERIA	5,000		CA1	N/A	---	---	---	---
23	COOKIES & CREAM DESSERTS	*973*	*	CA1	3	3/1/99	6/1/99	7/1/99	10/1/99
24	BEN & JERRY'S	*1,268*	*	CA1	3	3/1/99	6/1/99	7/1/99	10/1/99
25	MCDONALDS	*2,655*	*	CA1	2	12/1/98	3/1/99	4/1/99	7/1/99
27	SBARRO	1,476		N/A	N/A	---	---	---	---
28	GREEN LEAF GRILL	1,038		CA1	1	9/1/98	12/1/98	1/1/99	4/1/99
29	*NATHANS / GRETEL'S PRETZEL*	1,386		CA1	*OPEN*	6/1/97	7/15/97	8/15/97	*12/1/97*
30	WOK 'N ROLL	861		CA1	N/A	---	---	---	---
31	RESTAURANT	*3,732*	*	CA1	2a	8/1/98	12/1/98	1/1/99	5/1/99
32	WWW.NEWS.NEWARK	128		N/A	N/A	---	---	---	---
33A	UNISEX APPAREL	1,025		WCI	3	3/1/99	6/1/99	7/1/99	10/1/99
33B	BATH & BODY	935		WCI	3	3/1/99	6/1/99	7/1/99	10/1/99
34	GIFTS & GADGETS	954		WCI	3	3/1/99	6/1/99	7/1/99	10/1/99
35	AVIATION BAR	828		CA1	2	12/1/98	3/1/99	4/1/99	7/1/99
36	SNACK KIOSK	200		WCI	1	9/1/98	12/1/98	1/1/99	4/1/99
37	NATURE / EDUCATIONAL	1,038		WCI	3	3/1/99	6/1/99	7/1/99	10/1/99
38	REGIONAL THEMED GIFTS	1,279		WCI	3	3/1/99	6/1/99	7/1/99	10/1/99
39	CARDS & STATIONARY	1,332		WCI	3	3/1/99	6/1/99	7/1/99	10/1/99
41	WATCH KIOSK	200		WCI	2	12/1/98	3/1/99	4/1/99	7/1/99
42	SUNGLASS KIOSK	200		WCI	2	12/1/98	3/1/99	4/1/99	7/1/99
43	SPORT CAP KIOSK	200		WCI	1	9/1/98	12/1/98	1/1/99	4/1/99
44	PERFUME KIOSK	200		WCI	1	9/1/98	12/1/98	1/1/99	4/1/99
45	TRAVEL ACCESSORIES KIOSK	259		WCI	3	3/1/99	6/1/99	7/1/99	10/1/99
46	FINE TOBACCO / ACCESSORIES	256		WCI	4	6/1/99	9/1/99	10/1/99	1/1/00
47	JAKE'S COFFEEHOUSE	816		N/A	N/A	---	---	---	---
47A	JAKE'S NEWS	596		CA1	3	3/1/99	6/1/99	7/1/99	10/1/99
48	GARDEN STATE DINER	3,200		N/A	N/A	---	---	---	---
49	CONTINENTAL ARENA SPORTS PUB	1,096		CA1	2	12/1/98	3/1/99	4/1/99	7/1/99
50	SNACK KIOSK	200		WCI	1	9/1/98	12/1/98	1/1/99	4/1/99
51	MIAMI SUBS	2,504		N/A	N/A	---	---	---	---
52	NEWS & GIFT	1,328		WCI	1	9/1/98	12/1/98	1/1/99	4/1/99
53	BOOKSTORE	732		WCI	3	3/1/99	6/1/99	7/1/99	10/1/99
56	MILLER PLANK HOUSE BREWERY	1,305		CA1	2	12/1/98	3/1/99	4/1/99	7/1/99
57	SUNGLASS KIOSK	200		WCI	2	12/1/98	3/1/99	4/1/99	7/1/99

EXHIBIT C

NEWARK INTERNATIONAL AIRPORT
TERMINAL C
PROJECT TRANSITION SCHEDULE

59	REGIONAL THEMED GIFTS	726	WCI	POST- 4	8/1/99	11/1/99	12/1/99	3/1/00
61	AMERICO'S PIZZA AND BAR	1,333	CA1	1	9/1/98	12/1/98	1/1/99	4/1/99
63	SPECIALTY RETAIL KIOSK	250	WCI	1	9/1/98	12/1/98	1/1/99	4/1/99
63A	NEWS KIOSK	250	WCI	1	9/1/98	12/1/98	1/1/99	4/1/99
64	SAMUEL ADAMS BREW PUB	1,062	CA1	3	3/1/99	6/1/99	7/1/99	10/1/99
65	NEWS KIOSK	491	WCI	1	9/1/98	12/1/98	1/1/99	4/1/99
66	AIR MEALS	377	CA1	2	12/1/98	3/1/99	4/1/99	7/1/99
67	SPECIALTY RETAIL KIOSK	345	WCI	2	12/1/98	3/1/99	4/1/99	7/1/99
68	JAKE'S EXPRESS	150	CA1	3	3/1/99	6/1/99	7/1/99	10/1/99
69	TRAVEL ACCESSORIES KIOSK	150	WCI	3	3/1/99	6/1/99	7/1/99	10/1/99
69A	BUD BAR KIOSK	150	CA1	3	3/1/99	6/1/99	7/1/99	10/1/99
70	NATHANS FAMOUS KIOSK	150	CA1	3	3/1/99	6/1/99	7/1/99	10/1/99
71	AMERICO'S	1,422	N/A	N/A	---	---	---	---
72	NEWS KIOSK	432	WCI	1	9/1/98	12/1/98	1/1/99	4/1/99
73	FOREIGN CURRENCY	103	WCI	1	9/1/98	12/1/98	1/1/99	4/1/99
74	BUSINESS SERVICE CENTER	31	WCI	1	9/1/98	12/1/98	1/1/99	4/1/99
75	BUSINESS SERVICE CENTER	31	WCI	1	9/1/98	12/1/98	1/1/99	4/1/99
76	BUSINESS SERVICE CENTER	31	WCI	1	9/1/98	12/1/98	1/1/99	4/1/99
B01	*JAKE'S COFFEEHOUSE*	551	CA1	*OPEN*	9/1/97	3/1/98	5/1/98	*8/15/98*
B03	*NATHANS FAMOUS*	557	CA1	*OPEN*	9/1/97	3/1/98	5/1/98	*8/15/98*
B05	*WWW.NEWS.NEWARK*	501	CA1	*OPEN*	9/1/97	3/1/98	5/1/98	*8/15/98*
		64,888						

* SF TO BE REVISED PER NEGOTIATIONS WITH MCDONALDS REGARDING LAYOUT OF NEW SPACE.

** SF TO BE REVISED PER NEGOTIATIONS WITH RESTAURANT OPERATOR REGARDING LAYOUT OF NEW SPACE.

TASK	PROJECT SCHEDULE	START	COMPLETE	DURATION
1	CONCEPTUAL ARCHITECTURAL DESIGN/TENANT DESIGN CRITERIA	2/15/98	4/16/98	2 Months
	OBTAIN CONTINENTAL APPROVAL	4/16/98	6/8/98	1 1/2 Months
2	SECURE PANYNJ BOARD APPROVAL	---	7/30/98	n/a
3	SCHEMATIC DESIGN DRAWINGS/TENANT DESIGN CRITERIA	6/8/98	8/1/98	2 Months
	OBTAIN CONTINENTAL APPROVAL	8/1/98	9/1/98	1 Month
4	PREPARE BASE BUILDING CONSTRUCTION DOCUMENTS	9/1/98	11/1/98	2 Months
5	OBTAIN BUILDING PERMIT- BASE BUILDING (PANYNJ APPROVAL)	11/1/98	1/1/99	2 Months
6	BID BASE BUILDING CONSTRUCTION DOCUMENTS	1/1/99	2/1/99	1 Month
7	CONSTRUCT BASE BUILDING SHELL IMPROVEMENTS.	2/1/99	4/1/99	2 Months
8	KIOSK CRITERIA - DEVELOP SCHEMATIC DESIGN	6/8/98	7/1/98	4 Months
9	RMU PROGRAM			
	SCHEMATIC DESIGN	6/8/98	8/1/98	4 Months
	CONSTRUCTION DOCUMENTS	9/1/98	11/1/98	2 Months
	OBTAIN CONT/PANYNJ APPROVALS/PERMITS	11/1/98	1/1/99	2 Months
	FABRICATE RMU UNITS	1/1/99	4/1/99	3 Months

ASSUMPTIONS:

1. DEVELOPMENT OF ALL NEW SHELL SPACE PHASED TO MAINTAIN ESSENTIAL SERVICES IN CONCOURSES, COINCIDE WITH TENANT RELOCATION PLAN, AND AVOID VACANT SHELL SPACE.
2. PROJECT TRANSITION SCHEDULE ASSUMES RECEIPT OF PORT AUTHORITY APPROVAL WITHIN 30 DAYS OF TAA SUBMITTAL.

EXHIBIT C

NEWARK INTERNATIONAL AIRPORT
TERMINAL C
PROJECT TRANSITION SCHEDULE

EXISTING CONCESSION PLAN			CA ONE	CONST.	TENANT	TENANT
SPACE	EXISTING TENANT	S.F.	SPACE	PHASE	SUBLEASE	VACATES
1	SUCCESSORIES	850	T-30	3	NO	7/1/99
2	AU BON PAIN	1,696	T-3B	3	NO	7/1/99
3	NEWS EMPORIUM	850	T-3A	3	YES - CON/WCI	7/1/99
4	WORLD LINKS KIOSK	-	T-4	1	NO	1/1/99
5	THE GROVE	-	T-4	2	YES - CON/WCI	4/1/99
6	AU BON PAIN	3,504	C-102	2	NO	4/1/99
7	VACANT	-	--	N/A	N/A	---
8	DUTY FREE	1,330	C-103B	4	YES - CON/WCI	10/1/99
9	BENJAMIN BOOKS	1,220	C-103A	3	YES - CON/WCI	7/1/99
10	CA ONE - RAW BAR	1,998	C-104A	1	NO	1/1/99
11	SPORTS EMPORIUM	657	C-104B	3	YES - CON/WCI	7/1/99
12	CA ONE NEWS	1,053	C-105	3	NO	7/1/99
13	EVERYTHING YOGURT	1,055	C-106	3	YES - CA ONE	7/1/99
14	MCDONALDS	3,474	C-108C	3	YES - CA ONE	7/1/99
15	NATHANS	1,965	C-108Ba	Pre-1	NO	9/15/97
17	SBARRO	1,380	C-108Bb	N/A	NO	---
18	WOK 'N ROLL	791	C-108Aa	N/A	YES - CA ONE	---
19	RESTAURANT	2,672	C-108Ab	2a	NO	1/1/99
19A	EMPLOYEE CAFETERIA	5,000	C-1,3,5	N/A	NO	---
20	FIT TO PRINT	1,363	C-109	N/A	NO	---
21	CA ONE - CANTINA	1,815	C-110/111	3	NO	7/1/99
22	CA ONE NEWS	966	C-114	3	NO	7/1/99
23	CA ONE - THEME BAR	2,433	C-115	3	NO	7/1/99
24	JAKE'S COFFEEHOUSE	850	C-112	N/A	NO	---
25	THE GROVE	473	C-112	3	YES - CON/WCI	7/1/99
26	GARDEN STATE DINER	3,036	C-113	N/A	YES - CA ONE	---
27	MIAMI SUBS	2,288	C-202	N/A	NO	---
28	CA ONE NEWS	1,208	C-203	1	NO	1/1/99
29	JAKE'S COFFEE CART	-	--	2	NO	4/1/99
30	CA ONE - RAW BAR	1,187	C-204	2	NO	4/1/99
31	JAKE'S COFFEE CART	-	--	2	NO	4/1/99
32	CA ONE - MINI CHEESE	594	C-206	1	NO	1/1/99
33	CA ONE NEWS	594	C-207	1	NO	1/1/99
34	CA ONE BAR	1,017	C-208	3	NO	7/1/99
37	CA ONE NEWS	-	--	2	NO	4/1/99
38	AMERICO'S	870	--	N/A	NO	---
39	CA ONE NEWS KIOSK	240	--	1	NO	1/1/99
		48,429				

EXHIBIT D

ASPECTS OF MANAGER'S PROPOSAL

EXHIBIT D

ASPECTS OF MANAGER'S PROPOSAL

Westfield has developed a series of systems and programs which have proven successful within the shopping center environment and have been successfully implemented within the airport environment. These systems and programs form the basis of our strategy for the redevelopment program within Terminal C and allow Westfield, working in partnership with Continental, to establish the key goals and objectives which will become the cornerstone of our efforts.

Westfield believes the following represent the project goals and objectives for the proposed Terminal C redevelopment project:

- To establish a mutually beneficial partnership with Continental and the Authority to develop and implement a program which creates a premier concessions program within Terminal C.

- To transform Terminal C into a first class retail showcase which will become a benchmark within the industry against which future airport concession programs are measured.

- To develop a well merchandised tenant mix reflective of the passenger demographics.

- To establish Terminal C as an exciting gateway to the greater New York/New Jersey Metropolitan area through the inclusion of better regionally and locally based operators blended together with the quality nationally branded operators. Special emphasis will be placed on identifying qualified DBE tenants.

- To develop and coordinate a tenant construction phasing program which minimizes passenger inconveniences while maintaining essential services throughout the terminal.

- To develop innovative and exciting tenant storefront design guidelines which enhance the retailers overall image and complements the terminal architecture.

- To maximize tenant sales and rent levels by providing the passengers with high quality goods in a competitive environment.

- To create "Totally Outrageous" customer service programs throughout the terminal in order to promote Continental's reputation for premier customer satisfaction.

- To develop a successful partnership with CA-One and the existing tenants promptly introducing higher levels of customer service and innovative management programs within their facilities.

These goals and objectives will be achieved through the innovative implementation of the Leasing Strategy, Management/Marketing Programs, Tenant Coordination Process, and DBE Programs which follow:

LEASING STRATEGY

There are several critical factors within Westfield's overall approach to Leasing which need to be considered during the planning stage of the airport concessions program in order to satisfy the needs of the passengers and to provide the maximum revenues to the retailers, Continental and Westfield. These factors are as follows:

1. **Location of Concession Spaces**
   The layout of spaces within the terminal and departure piers should relate to the traffic patterns within the facility. In order for the tenants to maximize their visibility and access to the greatest amount of foot traffic, **they must be seen**. We must remember that the primary reason an airport user is in the airport is to fly - not to shop. Whatever shopping occurs is traditionally more impulse oriented rather than destination oriented. Therefore, the shops must be visible to the majority of people and not hidden in back hallways.

2. **Size of Concession Spaces**
   Because the occupancy costs on a per square foot basis for tenants in airports is extremely high, it is important to lay out spaces which will accommodate each type of operation with the least amount of space necessary in order for the tenants to be productive yet, at the same time, not burdened by an insupportable occupancy cost. In addition, it is important to ensure the appropriate amount of linear storefront proportionate to the square footage of each space. This amount will vary among the different uses, but a good rule of thumb for small spaces (i.e., spaces less than 1000 square feet) is a 1:2 (width:depth) ratio.

3. **Merchandising Mix**
   Because the customer profile in a terminal primarily used by the domestic traveler differs from that in a terminal primarily used by the international traveler, (e.g., purpose of trip, income level, dwell time, etc.), the goods and services provided should be reflective of this difference. One example highlighting the difference would be the designation of more impulse oriented and retail in a terminal with a predominant number of personal travelers such as Terminal C.

4. **Tenant Adjacencies and Co-Tenancy**
   The retail plan should designate operations which are diverse enough to create the desired amount of variety and selection, yet at the same time are complementary to one another. There will always be a certain amount of overlap in merchandise or food products between some tenants. However, it is incumbent upon the retail developer to minimize these overlaps by encouraging each tenant to be focused and by enforcing well defined "permitted use clauses". Further, it is desirable to cluster certain operations together because the synergy created by their proximity

will enhance the sales productivity for each of them. An example of one such cluster might be the placement in close proximity of regional themed gifts, local collectibles, and prepackaged foods. Another would be a grouping of electronics, records, and business accessories or apparel, jewelry, and accessories.

5. **Selection of Prospects for Each Category**

A list of desirable tenants to include those national, regional and local tenants who have demonstrated the ability to provide the airport user with both the **highest quality goods and exceptional customer service** follows which provides Continental with the key tenants target under the Leasing Strategy. A blend of nationally recognized tenants (to give the project credibility and financial stability), regional based tenants (to give the project a sense of place), and local, independent tenants (to help promote growth within the local business community) is the ideal situation we strive to achieve.

BOOKSTORE
Strand Bookstore
Rizzoli's
Waldenbook
Barnes & Noble
The Book Corner
Shakespeare & Co.
Gotham Book Mart
Benjamin Books

LICENSED SPORTS
NY Yankees Clubhouse Store
Legends of the Game
Collector's Stadium
PGA Tour Shop
Speedo

ENTERTAINMENT THEMED
The Disney Store
Warner Bros. Studio Store
NBC Studio Store

REGIONAL THEMED GIFTS
I ♥ NY
Xanadu
Metropolitan Museum of Art Gift Shop
MoMA Design Shop
Regional Themed Gifts - (Paradies)

CHOCOLATIER
Godiva Chocolatier
La Maison du Chocolate
Teuscher Chocolates of Switzerland
Ethel M Chocolates

LEATHER ACCESSORIES AND APPAREL
The Coach Store
Crouch & Fitzgerald
Bally
Wilsons

UNISEX APPAREL
The Gap
The Weather Store by London Fog
Eddie Bauer
The Original Levi Store

JEWELRY & ACCESSORIES
Erwin Pearl
Imposters
Ciro
Kenneth Jay Lane
Carolee

MEN'S ACCESSORIES
The Art of Silk (Tie Rack)
The Knot Shop
Sox Appeal
The Jockey Shop

BATH & BODY
The Body Shop
Bath & Body Works
Aveda Esthetique
Caswell-Massey

GIFTS AND GADETS
The Sharper Image
Brookstone
Montblanc Pens
Quark International

SNACK KIOSK
Tropic Fruit & Nut
Sweet Factory
Orville Redenbacher's
The Grove

NATURE & EDUCATIONAL THEMED
The Nature Company
The Store of Knowledge
NY Zoological Society Shop
The Discovery Channel Store

CARDS & STATIONERY
That Personal Touch
Papyrus
Kate's Paperie

WATCHES
Swatch
Watch World
Watch Station
Horologio

SUNGLASSES
Sunglasses of Aspen
Sunglass Hut

SPORT CAPS
Lids
Dave's Custom Caps

PERFUMERIE
Perfumania
La Perfumerie

TRAVEL
The Civilized Traveler
Travel 2000
Bon Voyage
Rand McNally Map and Travel Center

FINE TABACCO & SMOKING ACCESSORIES
Nat Sherman's
Faber, Coe & Gregg
Dunhill's

ELECTRONICS/CELLULAR
Electronics Boutique
Beyond Electronics
Let's Talk Cellular and Wireless

BUSINESS ACCESSORIES
Filofax
Franklin Quest
Mark Cross

MANAGEMENT/MARKETING PROGRAMS

Westfield is a full-service provider of property management services and is extremely skilled at developing, leasing, managing, designing, constructing, marketing and promoting a diverse retail portfolio. Many of our projects involve partnerships and pension funds, where communication is paramount to the success of the relationship. Accordingly, we are adept at maintaining open lines of communication through both informal and formal means. (i.e. daily telephone conversations, scheduled periodic meetings, detailed written reports, plans and analysis, etc.) Our management team takes a "hands on" approach, ensuring that the objectives of our clients and tenants are met. Each General Manager is empowered to take "ownership" of the business enabling him/her to address challenges without delay, and to take advantage of the opportunities that present themselves on a daily basis. Westfield managers also meet regularly with tenants not only to understand successes and failures from the tenants perspective, but to provide candid recommendations and assessments of how results might be improved, based upon our extensive experience and technical knowledge as professional business managers.

To monitor tenant performance, Westfield General Mangers track a number of criteria on a daily, weekly, monthly and annual basis. Cash collections are reviewed daily to ensure the timely receipt of obligations. Arrearages or slow pays, frequently harbingers of other business difficulties, are proactively addressed. Timely interaction with the tenant can prevent unnecessary failure and minimize further financial exposure for our clients. We also promote frequent interaction with tenants, where we are better able to visually assess the important elements of inventory levels, product merchandising, staff effectiveness (i.e. owner involvement, product knowledge, sales techniques, customer service) and pricing.

Above and beyond this, we utilize a number of statistical reports such as sales analysis and tenant strength reports (compares sales to fixed cost ratios, etc.,) which are evaluated based upon our knowledge of retail results nation wide.

WESTFIELD SYSTEMS

When Westfield takes over a project we are able to put into place a number of systems designed to measure, track and evaluate a retail project. These systems enable us to very quickly get a handle on the existing situation and help guide us through the re-development process. Those systems are:

Monthly Sales Report

A sales report is generated on a monthly basis and tracks individual store sales on a monthly, year to date and rolling twelve month basis. This report tells you how the customer is using the retail facilities as well as giving us a measuring tool to track the more successful retailers and tells us which retailers need to be looked at for

replacement. Along with the sales report each month, Westfield provides a sales summary report that analyzes the trends in each category of retailers. This analysis gives the client an understanding of what has happened in the terminal for the previous month, and if there is a problem, how that problem will be resolved.

Street Pricing and Enforcement

Street pricing is essential to creating a successful retail program. Westfield will include within each retail lease a requirement that street pricing will be enforced in all retail locations. Correct product pricing will instill confidence within the airport consumer. In traditional retail stores, prices have the power to attract customers' if the prices are psychologically correct. Pricing has a direct relation to sales volume. One price can motivate a consumer to buy, a higher price can do the opposite. If products are priced competitively and the brands are known to them, the consumer will buy with confidence knowing that they are not paying a premium because they are at an airport. Once the consumer has accepted the street pricing concept, they will begin to use the airport differently. The flying public is a time starved overworked consumer base. They will take advantage of anything that will make their busy schedule easier. One of these things is using the Airport to grab a bite to eat or buy a gift for an upcoming event. By consolidating their time, the traveler has begun to use the Airport as more than just a departure point. They are using the airport as a convenience and as an important part of their consumption cycle.

Enforcement of the street pricing policy is accomplished through product price lists supplied by the retailer with the same products checked against similar stores in the area, or if the store in question has a street or mall location they are checked against those prices. If the retailer is caught, and does not amend their prices, their lease can be terminated immediately for cause.

Hours of Operation

Hours of operation will be set by terminal area use. This means all retailers that are near active gate areas will be open 30 minutes prior to the first significant mass of departures and will close 30 minutes after the last group of significant departures. Westfield anticipates staggering all food & beverage and newsstand operations to insure that each passenger has the opportunity to buy a newspaper and get a hot bite to eat regardless of the time they depart or arrive. Standard hours at our other airports are 7 a.m. - 10 p.m. for non essential retail and 6 a.m. - 12 midnight for newsstands and food & beverage operations.

Merchandise

Westfield General Managers are skilled at monitoring the merchandise and the operations of individual stores. Below is how Westfield evaluates the retail and food and beverage tenants in its retail projects. Westfield not only monitors merchandise and displays, but every facet of the operation is looked at to see if the retailer is performing up to their potential.

Sales Reporting
Sales Reporting is done on a monthly basis by each individual retail tenant. Sales reporting is a lease requirement. Each retailer must submit certified gross sales to Westfield by the tenth of the following calendar month. At each year end each retailer must also submit their yearly certified sales. All of these sales are collected for revenue purposes (percentage rent) and for tracking purposes so we can pinpoint problem areas and push tenants that are close to percentage rent.

Rent Collection
Rent collection is done twice each month. All minimum rents are due by the first day of each month, all percentage rent is due by the fifteenth of each month. The Westfield receivables report can give the on-site General Manager a daily breakdown of who has and who has not paid. It is the on-site General Managers responsibility to insure that each tenant has paid in full and on time.

All of the above statements and reports are consolidated will be sent to Continental (and the Authority if required) each month in the form of the monthly managers report.

WESTFIELD PROGRAMS

In addition to the systems that are put in place we also institute a program called "Totally Outrageous Service." We strive to deliver totally outrageous service to the airport traveler, the client (Continental) and to the retailer. This program has a number of components and include the following:

Totally Outrageous Service
Once a traveler has entered a store and made the commitment to try the retail at the airport, we come to the most critical part of the retail operation; Customer Service. The problem is that in many cases this critical piece of the interaction is left up to untrained, unmotivated, hourly workers who do not care if the customer is serviced. Why don't these sales associates care? It's simple, they are underpaid, under-appreciated and over worked.

Totally outrageous service is a concept and program that tries to overcome all of these factors. The program tries to ensure the customer walks out of each store with the feeling that they were treated with respect in a timely and efficient manner. How do we do this? Westfield takes a hands on approach in motivating our tenants sales associates by creating monetary incentives and recognizing good service among sales associates.

Sales Associate Newsletter
We start by developing a newsletter for the sales associates so they are kept informed about what is happening in the airport. The newsletter is geared towards the sales associates and tells them about sales incentives and cash prizes they can win. It also recognizes all of the good sales associates and their outstanding effort to serve the airport patron. This may sound simple, but it works. Many retail workers tire of their corporate

offices always setting high sales goals and then not being rewarded if they make the goal. A simple recognition for a job well done goes a long way in today's retail world.

Sales Associates Incentives

Sales associate incentives are small monetary rewards that include anything from cash, to a ticket to a local movie house or theater. The methods of reward come in many forms, from a structured contest, to on the spot rewards for above and beyond service. When the associate thinks they could be rewarded anytime, they are always on top of things and willing to go the extra mile for a traveler.

Totally Outrageous Service encompasses a number of merchant programs. Some of those programs are listed below.

Tenant Reward Program

With regard to incentive systems we developed a program whereby sales results were tracked and rewarded. Specifically in order to participate in our reward program, a tenant's employees were required to attend a professional "selling skills" course sponsored by our marketing department. Results of this program were measured by:

- Monthly generated sales reports, comparing results to the same period for the prior year. Where stores had not been open for one year or more, results were evaluated by comparing to sales plans, which were required in advance.

- "Secret shops" were also conducted and the results tallied. A number of areas were rated including customer service, visual merchandising, product knowledge, technical selling skills (approach, open-ended probes to determine customer needs/wants, re-approach, closure, add-on sales,) operational standards, etc.

Recognition included:

- Diplomas and promotional items given to participants in the mall-sponsored training program.

- Publication of significant achievers in the mall's monthly newsletter for tenants.

- Personal letter of congratulations from on-site management to significant achievers, with copies sent to their corporate offices.

- Gift certificates awarded to individual sales associates achieving perfect "secret shop" scores.

- A $2,000 award to the store achieving the most significant sales gain for the year. This was given to the store manager for distribution to appropriate members of the sales team.

Chain Reaction

In the Chain Reaction program, ten top merchants are identified as most important to the overall success of the project. Each merchant manager is contacted and told that if he/she would work with the management team, they could earn $250 per month. Each merchant is then assigned an aggressive sales goal. If the goal is realized, they will receive a $250 monetary incentive. Bi-weekly, the General Manager will review status with the store manager and explore/suggest methods to increase sales.

Secret Shopper

Excellence in customer service and selling in every store is essential to maintain and increase overall sales performance. A recent study found that 66 percent of customers still make decisions to buy while in a store. Sales personnel can, and do, have an impact on purchases. Moreover, as many as 82 percent of customers decide not to buy because of poor customer service. " Secret Shop" was developed to measure a retailer's performance in six basic selling areas. Each store is "shopped" by three different shoppers at three different times of day, on three different days. This gives the developer/ management a true understanding of what goes on inside the store.

Once stores were " shopped" and scores tabulated, results were shared with the managers and owners of each store. We then identified areas that needed improvement and, if appropriate, brought in third-party retail consultants to work with staff. This program served well to open up communication lines between the retailer and the management team.

TENANT EVALUATION

When assuming management and marketing responsibility for an existing project Westfield is extremely skilled at evaluating existing tenants, evaluating marketing programs, and all related activity as it pertains to that particular development project. We immediately establish contact with all of the tenants to discuss their business. Every facet of what they do is evaluated. These areas include

- Sales trends over the last year
- Sales potential
- Sales per square foot and where they rank among the other retailers
- Operating costs as they relate to sales
- Merchandise evaluation
- Merchandise presentation
- Stock volumes

- Stock of seasonal merchandise
- Sales associates training program
- Visual displays (windows)
- Seasonal off price promotions
- Store layout
- Condition of physical plant
- External advertising programs
- Sign program
- Store services
- Store management experience
- Adherence to lease and use clauses

Once each of these areas has been addressed, we put the tenant on the internal Westfield reporting system to track all of the vital statistics of a retail operation.

Each month a written report is generated by the on-site General Manager that addresses all areas of the re-development project. At a minimum, these areas include financial results achieved for the month and year-to-date versus budget, status of capital investment programs, leasing results, tenant design approval status, tenant construction, and marketing programs and results. In each area, commentary and analysis will be rendered, as well as future actions we intend to take to correct any deficiencies or realize additional opportunities.

Evaluating Retail Tenants

Specific criteria used to evaluate under performing tenants includes, but is not limited to the following:

- Sales performance relative to industry standards
- Sales performance relative to fixed costs (i.e. costs charged by landlord as permitted by the lease)
- "Secret Shopper" surveys (criteria assessed include customer service, product knowledge, sales techniques, quality of merchandise, housekeeping, etc.)
- Visual site visits.
- Tenant initiated dialogues.
- Reviews of tenant financial statements (Operating Statements and Balance Sheets,) including prior year audited statements and year-to-date results.
- Consumer feedback via market research, customer response cards, etc.
- Industry, local and national periodicals
- Established national contacts.
- Bankruptcy filings.

Again, based upon the dynamic nature of retail and as appropriate, any or all of the above indicators are regularly monitored by our on-site management team.

Monthly sales reports, account aging statements, low inventory levels, vendor contact, inadequate staffing, and poor customer service are the main indicators of troubled merchants.

Once established that a tenant may be experiencing performance difficulties, our management team takes a proactive approach to either correcting the situation, or recognizing that a substitute tenant might be necessary due to the inability of the existing tenant to survive. In the former instance, we carefully diagnose the root cause(s) of under performance and establish a written plan for correction, ensuring that key indicators are monitored and deadlines are met. In the case of large national or regional tenants, established industry relationships permit us to work directly with corporate decision makers who can correct problems quickly. For local operators, we are accustomed to taking a more intensive, hands-on approach.

Once all contributing factors have been evaluated, timelines are set and interim indicators of success established. We have worked with individual cases ranging in duration from 30 days to as long as one year, depending upon the magnitude of the situation/difficulty. Generally, shorter time frames involve dire financial conditions where prolonging the matter would prove detrimental to the landlord. Extended time frames might involve the entire re-positioning of a retail concept.

Other systems put into place include a cash tracking system, a monthly consolidated accounting system, tenant strength reports and a monthly managers report.

MARKETING OF TERMINAL C TENANTS

Marketing Strategy

By concentrating primarily upon impulse buyers, the traditional airport retail environment forfeits millions of dollars in potential sales. Generally, airports are judged by consumers to offer too little at too high a price. If a traveler reaches the airport today and has forgotten an item of clothing, such as a shirt or a belt, the traveler is faced with buying something they are not satisfied with, at what is perceived to be an exorbitant price point. On the other side of this scenario, if a traveler reaches the airport without securing a gift for a loved one or associate, their options are confined to items of poor quality, limited selection, and once again, high price.

The strategy to overcome these scenarios--repositioning airport retailing--will lie in the synchronization between leasing and marketing of the new retail. When potential customers enter Terminal C, they will find a mix of familiar store names sprinkled with original local, appealing specialty and service tenants. Also upon entering, they will receive a directory of stores and will see signage advertising the superb retail offerings available right there in Terminal C. Everywhere they look, they will see that this is not your typical airport retail offering. Terminal C at Newark International Airport will have become a well merchandised retail center with a life and vibrancy all it's own.

Knowledge of exciting retailers, however, is not enough. The biggest obstacle will be winning over the price-conscious customer. For years, travelers have been paying high prices for less than satisfactory goods. To overcome that well established notion, each merchant will have to offer to match any advertised price on all items in their store. To compliment this, there will have to be seasonal sales and off-price promotions. The familiarity of national retailers will go a long way in overcoming preconceived negatives, and on-site sales and coupons will further support the effort. Meaningful customer service will also be of great value. Each merchant will offer to ship merchandise --at nominal charges and with guaranteed delivery--as well as ensure delivery to departing planes, if so desired.

Marketing at Terminal C will center upon time savings, convenience and branded merchandise.

Target audiences will include employees for their stability, the leisure traveler and well wishers and meeters and greeters. These groups will be our primary focus with the secondary focus being the business traveler. The advertising message will stay uniform throughout the first two years--constantly reinforcing the themes of branded concepts, price and convenience.

To deliver the message, we would begin immediately with in airport collateral's, bus backs, subway dioramas and an extensive employee newsletter. As the target audience expands, so will the adverting mediums, to include hotel brochures and concierge contacts as well as mailings to tour guides and meeting/convention planners. As the project matures, we will expand into in-flight magazines, table tents and position greeters at airport entrances. Naturally all advertising will be placed to coincide with peak travel seasons when the highest return on investment can be achieved -- taking advantage of peak business and leisure travel.

Commercial Directory Boards

To direct passengers and airport users to retail and food and beverage locations throughout the airport. Communicates a sense of cohesiveness for the entire airport concession program. The commercial directory boards will be designed and fabricated to convey the message of exciting retail potential in Terminal C. The commercial directory boards will also serve as passenger building directories to help with the flow of passenger traffic through the Terminal C facility. Westfield is very familiar with the directory system as we develop directory programs for all of our shopping center properties. These commercial directory boards will be leased for five years and will be paid for and maintained as an expense to the marketing budget.

Hand Directories

To provide hand held directories for use by airport patrons within the building. The directories will also be used as promotional vehicles for in store coupons and specials. The guides will be distributed at each of the commercial directory boards in standard holders. Hand-held directories give the consumer an information piece to guide them

through the terminal and an advertisement medium to take home with them. If they visit Terminal C again, they can seek out shops and restaurants that they might not have been able to visit on their first experience of Terminal C.

Storefront Graphics

To communicate to the patrons of Terminal C at Newark International Airport the names of new food and beverage operators as well as retailers that are coming into the airport. Graphics will be produced from vinyl of 3-M Scotch prints for easy application and maintenance. Graphics will be applied directly to the construction barricades and will be scaled to communicate to airport users from a minimum distance of 30 feet. The graphics will be funded through the marketing budget.

Marketing Budget

A marketing fund will be created to market and service the tenants in Terminal C. The administration of the marketing fund is done on-site with input from the merchants. The fund money is collected each month and is based upon 1/2% of gross tenant sales. In planning the marketing program for the year sales are estimated, and from those estimations a budget is projected. No money will carry over from year to year. Meaning the budget will zero out with income matching expenses. This money is used exclusively on production of advertising campaigns, media costs, customer service programs and on-site collateral's. There is no mark up by the landlord and 100% of the money goes towards marketing the retail shops.

The creative direction of the marketing program is facilitated through the on-site General Manager with input from Continental and the merchants.

COMMON AREA MAINTENANCE

Westfield anticipates assuming responsibility, through the CA-One lease, of all food court common area and will develop a program to clean and maintain this area on an ongoing basis. As typical in our shopping centers, Westfield will develop a budget to clean and maintain this area which will be allocated to the food & beverage tenants on a per square foot basis. By allowing the existing food & beverage operator to do their own cleaning, we do not feel comfortable that they would adequately do the job that this type of highly visible area would require. Until we have a better understanding of the cost of trash removal, and the wages of cleaning personnel in the Newark market, it would be premature to put a cost estimate together for this function. The cleaning and maintenance of the food court will be overseen by our on-site General Manager to insure that a high quality level of customer service is maintained.

COORDINATION OF TENANT DELIVERIES

With the expansion of retail services at Terminal C, the process of delivering goods to the terminal and the individual retailers needs to be studied. Currently at National Airport we are implementing a logistical support system that also allows for tenant storage in a

commissary. A logistical support operator receives the goods, the retail tenant breaks the cases and repacks a sealed bin to be delivered to their store the following day. This system is paid for by the retailers and the operator is overseen by Westfield. This type of system will be reviewed for Terminal C.

COLLECTION AND DISPOSAL OF ALL CONCESSION RELATED REFUSE

As part of the logistical support system we will collect and dispose of all retail tenant related refuse. This charge is paid on a square footage basis by each retailer and food and beverage operator. The food and beverage operator pays a higher charge per square foot because of the bulk of trash that is produced from the food locations. The cost to the retailer includes the collection, disposal and dumpster pulls from the site as well as all labor involved with this operation. Once we have negotiated prices for all phases of the operation we can then estimate a cost for this operation.

RETAIL MERCHANDISE UNIT PROGRAM (RMU)

Westfield has extensive knowledge and experience in creating architecturally enhancing kiosks and RMUs. These units fill a vital roll in the merchandising of any future airport project. RMU's were first designed to incubate small businesses in the hope that one day developers could turn them into in-line stores. While this is still one of the goals of a good RMU program, it is not the primary goal. What Westfield has come to realize is that, a well merchandised RMU and Kiosk program can fill merchandise voids in the airport, as well as keep a retail project fresh with ever changing concepts.

Unlike in-line prime retail space, RMU's allow a certain amount of experimentation within the airport retail environment. Because the lease terms are typically anywhere from 30 - 120 days, there is no long term financial commitment. So concepts that are trendy and hot can be put in immediately while there is still interest in the product. Conversely when that product no longer holds the public's interest, a new concept can be put in its place immediately.

MARKET RESEARCH

The first action undertaken on any new project would be to implement research programs. Marketing research links the organization with its market environment. It involves the specification, gathering, analysis and interpretation of information to help us understand the environment, identify problems and opportunities, and develop and evaluate marketing and leasing courses of action. Effective marketing and leasing programs are build upon an in-depth understanding of the market.

The next step in the research process is to determine the demographic make-up of the existing customer. This includes where they live, how much money they make, how many children they have, how often they travel, gender, race, etc.

Research methodology will consist of a three-step process:

1. **Qualitative Research** - Focus group with 6-10 people engaged in lengthy discussions of travel, opinions in today's airport retail offerings and how they would perceive a new, revamped style of airport retail. Qualitative research would also include in-depth interviews and analysis of expert opinions (i.e. those with specialized insights into the nature of airport markets.)

2. **Survey Research** - Intercept surveys that would match statistically with the number of travelers embarking, deplaning, meeting and greeting, business travelers, leisure travelers and foreign travelers who do both. Survey research would also include local telephone surveys -- to determine interest in retail and food at an airport.

3. **Experimental Research** - Primarily question-and-answer in nature, this survey technique will determine the effect of leasing and marketing on an ongoing basis. If a new store, service or kiosk is introduced to the traveler, this type of research will let us know its effect on other variables of the program.

TEAM COMMUNICATION

Communications is a key element in the productive relationship between client and provider. Internally, our management team will meet regularly, both formally and informally, to ensure that all facets of a project are coordinated. Our hands-on approach requires daily contract and maintenance of written documentation of various elements critical to operation of the business (i.e. progress of tenant construction, conversations with tenants, acknowledgments of commitments to tenants or from service providers). Additionally, Westfield is experienced in furnishing appropriately detailed clients needs.

These reports exemplify the range of detail and analysis we are accustomed to presenting. Additionally, Westfield believes in frequent verbal interaction and on-site reviews with clients, which more efficiently, expeditiously and appropriately address the issues originating in a fast-paced retail environment. Again, we remain committed to meeting our clients' needs for information, analysis, and management expertise and will utilize our existing reporting systems or develop new systems to address our client's needs.

All operational areas desired by Continental will be reviewed and included in a monthly written report. Minimally, these areas include financial results achieved for the month and year-to-date versus budget, status of capital investment programs, leasing results, tenant design approval status, tenant construction, and marketing programs and results. In each area, commentary and analysis will be rendered, as well as future actions we intend to take to correct any deficiencies or realize additional opportunities.

TENANT COORDINATION PROCESS

To facilitate the process of managing the tenant design and construction process, Westfield, as a full service developer, will work very closely with Continental, the Authority and the individual tenants to establish and promote open lines of communication. This allows for rapid identification and resolution of problem areas - generally before they become issues. Moreover, our understanding of the Continental's specific tenant design and construction criteria, as well as the overall design intent of the redeveloped facility will ensure a smooth and productive relationship between Continental, the Authority, Westfield and the tenants.

Westfield believes that early identification and assignment of responsibilities and obligations between all parties is the most effective way for managing, facilitating and assisting in the tenant design and construction process. This occurs at very specific points in the tenant design and construction process and will be coordinated by our corporate Tenant Coordination staff including an on-site Tenant Coordinator during the tenant construction period to monitor tenant construction from a schedule, quality control, and code compliance perspective. In addition, the on-site Tenant Coordinator will coordinate the tenant permitting process and assist in the resolution of code and construction issues.

The Westfield process to manage the tenant design and construction process which accomplishes the goals and objectives established by Continental and Westfield is as follows:

a) Tenant Design and Construction Criteria. The tenant design and construction criteria is developed in coordination with the project architect to allow the design of the tenant locations to complement the overall architecture of the property while promoting unique and creative tenant design. This criteria shall serve as an overall guideline to the review and approval of tenant plans.

b) Tenant identification. In initial discussions with potential tenants, the leasing representative will stress the importance of strict compliance with tenant design criteria. The criteria will also be specified as a lease requirement.

c) Pre-lease design conference. If it is determined that a potential tenant may have problems complying with design criteria, a face-to-face meeting would be scheduled to resolve these issues. Typically, difficulty is usually encountered in one of the following areas:

    i. <u>Tenants with strongly developed, recognizable identities.</u> Where the tenant is a national or regional retailer, with a well-developed identity that may have difficulty complying with certain design criteria, the

meeting objective would be to resolve differences between the tenants basic design and those of the standard design criteria.

ii. DBE tenants or others with a lack of expertise. DBE or other tenants new to the task of opening a retail establishment in a large airport facility will require more guidance through the design and construction process, which should begin during initial subtenant identification. The goal of this meeting would be to determine:

- whether the potential tenant, is in fact, capable of successfully completing the process, and if so,

- providing initial direction to the tenant by, for instance, discussing typical design fees, construction costs, and providing a list of prequalified professional design consultants and construction contractors.

d) Tenant Selection - At the time a tenant is selected, business terms are agreed upon, demised premises are finalized and the tenant's use-clause is approved, a complete design package will be prepared by the Tenant Coordinator, using the design criteria manual as a general guide, and forwarded to the tenant or his architect.

e) Schedule Preparation - Immediately following receipt of the design package, the Tenant Coordinator will make direct contact with the tenant (or his architect) to determine a schedule specifying critical milestones and deadlines to achieve targeted commencement or opening dates. Milestones include:

1. Submission of preliminary design concepts.
2. Submission of design development drawings.
3. Submission of final construction drawings.
4. Bidding to general contractor.
5. Commencement of construction.
6. Completion of construction.
7. Merchandising/stocking.
8. Grand opening.

f) Preliminary Design/Design Development - In order to ensure a successful completion of this project phase, the Tenant Coordinator will work closely with the tenant to ensure adherence to the highest design standards. Specific design issues include:

Storefront presentation to the common area:

- Signage types, sizes and copy
- Storefront configuration
- Material selection
- Closure system
- Merchandising
- Quantity of glass storefront

It is anticipated that all major design issues related to the tenant's design plans will be resolved and approved prior to formal submission of the preliminary design package. To accomplish this, ongoing communication between the Tenant Coordinator, and the tenant's consultants is critical.

g) Tenant's Bidding to a General Contractor - In the case of a tenant with considerable construction experience, the Tenant Coordinator's involvement during this phase will consist of site visits with the general contractor and various subcontractors, familiarizing them with the project and informing them of any special requirements such as hours of work, access, trash removal, etc. Where the tenant has little or no construction experience, a more in-depth involvement is warranted. Such involvement might include the following:

- Identification of a group of general contractors to bid on the project.
- Distribution of contract documents to the general and/or subcontractor.
- Analysis of bids received.

h) Tenant's Commencement of Construction - Once the general contractor is selected, the Tenant Coordinator is responsible for start-up meetings, ensuring compliance with key requirements (i.e. insurance, bonds, fees, deposits, etc.) as well as reviewing all ground rules with the contractor. During actual construction, the Tenant Coordinator will perform various functions as they relate to the construction process. Tasks include:

- Monitoring construction for compliance with approved working drawings.
- Monitoring actions of contractor and subcontractors, and ensuring their activities do not interfere with other tenants or Airport operations.
- If necessary, coordinating any work outside the demised premises such as electrical or mechanical systems to ensure proper workmanship as it relates building systems.

- Identifying problems or potential problems early in the construction process -- to avoid delays.

i) Tenant Completion of Construction - Prior to general contractor handover of the premises to the tenant, a final site inspection will be made and a "punchlist" prepared. The general contractor will then have to complete the punchlist, prior to Tenant Coordinator issuance of a "letter of acceptance" to the tenant. The punchlist items must be addressed and completed prior to tenant opening.

j) Tenant Merchandising/Stocking - With experienced tenants, this task involves ensuring that delivery trucks are scheduled without causing undue "bottlenecks" at loading docks, elevators, etc. With less experienced tenants, "hands-on" help with actual merchandising may be needed. Depending upon levels of experience, a professional display consultant may be utilized, when appropriate.

k) Tenants Commencement Date - The tenant opens for business and the day-to-day operation of the facility begins.

DBE PROGRAMS

Along with a representation of strong, national retailers, we believe it is important to establish a "sense of place" by including better local and regional merchants in any tenant mix. These tenants not only help create a project identity and give it character, but they also help a project to distinguish itself from its competition. In concert with this, we also believe in seeking out qualified Disadvantage Business Enterprises (DBE's) when prospecting within local and regional communities as a way to provide opportunities for culturally diverse retailers.

Because of our involvement with the two Washington DC airports and Boston-Logan Airport, we are very familiar with the development and implementation of a DBE program to encourage and support minority entrepreneurial participation in any airport. Through a series of outreach programs, we are able to attract the interest of some of the better local and regional DBE merchants. Through our specialty leasing program, we are able to incubate new business on kiosks or on retail merchandising units (RMU's) with the goal of converting the most successful of these into longer term, permanent in-line tenants. We have had many successful conversions whereby we have "incubated" independent retailers on pushcarts, moved them into permanent kiosks and then transformed them into in-line operations.

After the proposed merchandising plan has been finalized, we would identify those categories which historically have been successful ventures for DBE tenants. We would then make it our top priority to fill those categories with DBE merchants. We would also encourage operations who franchise or deal with licensers to do so with tenants who are DBE qualified.

Westfield has a proven track record for aggressively seeking out culturally diverse and/or minority retailers in the various locales in which we do business. We create and implement outreach programs designed to educate and encourage local, independent retailers in such areas as:

1) creating a retail concept
2) writing a business plan
3) securing financial support
4) store design and construction
5) visual display and merchandising
6) customer service
7) managing a retail business

We seek out local and regional minority retailers through various methods. One venue for locating prospective DBE tenants is visiting local craft fairs and food markets. Another is by canvassing other local and regional retail projects. Still other sources for finding emerging retail businesses are through our contacts with the Small Business

Association, the area Office of Business and Economic Development, the area Chamber of Commerce and local business schools.

Because we have a strong working relationship with the SBA as well as with various financial institutions and business schools, we are able to steer prospective DBE tenants to the proper resources. This is especially necessary in "start-up" businesses. Westfield is also well versed in the paperwork necessary to apply for DBE qualification and will facilitate the process in a very professional manner.

After a DBE tenant has been identified, it is incumbent upon Westfield to ensure the tenant understands his or her legal obligation under the lease. After the lease has been executed, we will work with the DBE tenant through the design, construction, fixturing and merchandising phases of the process.

Once the tenant has opened for business, sales are monitored closely to ensure that sales are at the level necessary to support the tenant's occupancy costs (i.e., rent, extra charges, utilities, etc.) If sales are not at a proper level, we try to help the tenant increase productivity by identifying problem areas and suggesting ways to solve them. For example, the problem may lie in the visual display of merchandise, the customer service, or in the store management. We invest a lot of time and energy on keeping our DBE tenants "healthy" and productive as we obviously do not like to have any of our tenants go out of business because of insufficient sales.

EXHIBIT E

INTENTIONALLY OMITTED

EXHIBIT F

DETAILS OF MAXIMUM CONTRIBUTION

EXHIBIT G

SCOPE OF MANAGER'S WORK

EXHIBIT F & G

WESTFIELD CORPORATION, INC.
NEWARK INTERNATIONAL AIRPORT
TERMINAL C
TENANT PHASING PROGRAM

NEW TENANTS			EXISTING TENANTS		PROPOSED PROGRAM			
SPACE	SQ. FT.	MERCHANDISE CATEGORY	SPACE	EXISTING TENANT	PROGRAM REQUIREMENTS	BUDGET	WCI	CA-1
		MAIN TERMINAL						
1	2,200	DUTY FREE	1/2	SUCCESSORIES/AU BON PAIN	CONSTRUCT DEMISING WALL	$ 12,630	$ -	$ 12,630
2	150	FOREIGN CURRENCY	2	AU BON PAIN	CONSTRUCT DEMISING WALL; PROVIDE UTILITY STUBS	$ 23,370	$ -	$ 23,370
3	400	NEWSSTAND	3	NEWS EMPORIUM	DELIVER SPACE TO NEW TENANT "AS-IS"	$ 1,650	$ 1,650	$ -
4	150	SHOESHINE	N/A	SHOESHINE	DELETE SPACE; DETERMINE EXACT LOCATION OF SHOESHINE	$ -	$ -	$
5	400	FOOD & BEVERAGE	4	WORLD LINKS	DELIVER SPACE "AS-IS"	$ 4,400	$ 4,400	$ -
6	200	LIQUOR BAR	5	THE GROVE	PROVIDE UTILITY STUBS; REMOVE EXISTING UNIT	$ 11,300	$ -	$ 11,300
7	400	FOOD & BEVERAGE	N/A	N/A	DELIVER SPACE "AS-IS"; RELOCATE SHOESHINE	$ 3,300	$ 3,300	$ -
	3,900	SUB-TOTAL				$ 56,650	$ 9,350	$ 47,300
		C-1 CONCOURSE						
9	300	NEWS KIOSK	N/A	COMMON AREA	PROVIDE POWER/TELEPHONE; RELOCATE SMARTE-CART	$ 5,000	$ 5,000	$ -
10	2,700	FOOD & BEVERAGE	6	AU BON PAIN	CONSTRUCT DEMISING WALL; SEPARATE UTILITIES; REDUCE SEATING	$ 24,110	$ 24,110	$ -
11	970	REGIONAL THEMED GIFTS***	6	AU BON PAIN	PROVIDE UTILITY STUBS	$ 18,180	$ 18,180	$ -
12	800	LICENSED SPORTS	8	DUTY FREE	CONSTRUCT DEMISING WALL; REVISE EXISTING UTILITIES	$ 17,000	$ 17,000	$ -
13	1,000	ENTERTAINMENT THEMED	8	DUTY FREE	CONSTRUCT DEMISING WALL; PROVIDE NEW UTILITIES	$ 18,920	$ 18,920	$ -
14	800	BOOKS***	9	BENJAMIN BOOKS	SPACE TO REMAIN "AS-IS"; TENANT VOLUNTARY UPGRADE SPACE	$ -	$ -	$ -
16	1,500	BAR W/FOOD	10	BAR	CONSTRUCT DEMISING WALL; SEPARATE UTILITIES	$ 53,870	$ -	$ 53,870
17	900	LEATHER ACCESS/APPAREL	10	BAR	CONSTRUCT DEMISING WALL; SEPARATE UTILITIES	$ 13,920	$ 13,920	$ -
18	1,400	UNISEX APPAREL	11/12	SPORTS SHOP/NEWS	DELIVER SPACE "AS-IS"	$ 3,850	$ 3,850	$ -
20	400	JEWELRY & ACCESSORIES	13	EVERYTHING YOGURT	CONSTRUCT DEMISING WALL; PROVIDE NEW UTILITIES	$ 19,614	$ 19,614	$ -
21	430	MEN'S ACCESSORIES	13	EVERYTHING YOGURT	CONSTRUCT DEMISING WALL; REVISE UTILITIES	$ 14,490	$ 14,490	$ -
23	600	FAST FOOD	14	MCDONALDS	CONSTRUCT DEMISING WALL; SEPARATE UTILITIES; AVAILABILITY??	$ 29,830	$ -	$ 29,830
24	300	FAST FOOD	14	MCDONALDS	CONSTRUCT DEMISING WALL; SEPARATE UTILITIES; AVAILABILITY??	$ 25,140	$ -	$ 25,140
25	2,400	FAST FOOD-MCDONALDS	14	MCDONALDS	CONSTRUCT DEMISING WALLS; SEPARATE UTILITIES; DEMO FOUNTAIN	$ 51,300	$ 51,300	$ -
26	200	FOOD KIOSK	N/A	COMMON AREA	PROVIDE UTILITY STUBS	$ 12,850	$ -	$ 12,850
27	1,100	FAST FOOD-SBARRO	17	SBARRO	SPACE TO REMAIN "AS-IS"; TENANT TO REPLACE SIGN	$ -	$ -	$ -
28	1,900	FAST FOOD-EVERYTHING YOGURT	15	NATHANS	CONSTRUCT DEMISING WALL;SEPARATE UTILITIES:DEMO FOUNTAIN (4	$ 73,790	$ 51,850	$ 21,940
29	900	FAST FOOD-NATHANS	15	NATHANS	CONSTRUCT DEMISING WALL; SEPARATE UTILITIES; REDESIGN SPACE	$ 3,850	$ -	$ 3,850
30	790	FAST FOOD-WOK 'N ROLL	18	WOK 'N ROLL	TENANT TO REMAIN "AS-IS"; TENANT TO RELOCATE SIGN	$ -	$ -	$ -
31	3,700	RESTAURANT	19	ATRIUM LOUNGE	DELIVER SPACE "AS-IS"	$ 6,600	$ 6,600	$ -
32	140	NEWS WALL	20	FIT TO PRINT	DELIVER SPACE "AS-IS"	$ -	$ -	$ -
33a	1,100	UNISEX APPAREL	21	BAR	CONSTRUCT DEMISING WALL; SEPARATE UTILITIES	$ 32,650	$ 32,650	$ -
33b	1,000	BATH & BODY	21	BAR	CONSTRUCT DEMISING WALL; SEPARATE UTILITIES	$ 30,330	$ 30,330	$ -
34	1,200	GIFTS & GADGETS	21/HR	BAR/HOLD ROOM AREA	CONSTRUCT DEMISING WALL; SEPARATE UTILITIES; RELOCATE PHONES, CARTS, DOOR	$ 53,130	$ 53,130	$ -

EXHIBIT F & G

WESTFIELD CORPORATION, INC.
NEWARK INTERNATIONAL AIRPORT
TERMINAL C
TENANT PHASING PROGRAM

NEW TENANTS			EXISTING TENANTS		PROPOSED PROGRAM			
SPACE	SQ. FT.	MERCHANDISE CATEGORY	SPACE	EXISTING TENANT	PROGRAM REQUIREMENTS	BUDGET	WCI	CA-1
35	900	BAR W/FOOD	N/A	HOLD ROOM	CONSTRUCT SHELL SPACE; PROVIDE UTILITIES; FINALIZE LOCATION	$ 44,600	$ -	$ 44,600
36	200	SNACK KIOSK	N/A	COMMON AREA	PROVIDE POWER AND TELEPHONE CONNECTION	$ 5,000	$ 5,000	$ -
37	1,700	NATURE / EDUCATIONAL	22	NEWS	DELIVER SPACE TO NEW TENANT "AS-IS"	$ 3,300	$ 3,300	$ -
38	1,000	REGIONAL THEMED GIFTS	23	SEAFOOD BAR	CONSTRUCT DEMISING WALL; SEPARATE UTILITIES	$ 30,740	$ 30,740	$ -
39	900	CARDS & STATIONARY	23	SEAFOOD BAR	CONSTRUCT DEMISING WALL; SEPARATE UTILITIES	$ 25,340	$ 25,340	$ -
41	200	WATCH KIOSK	N/A	COMMON AREA	PROVIDE POWER AND TELEPHONE CONNECTION	$ 5,000	$ 5,000	$ -
42	200	SUNGLASS KIOSK	N/A	COMMON AREA	PROVIDE POWER AND TELEPHONE CONNECTION	$ 5,000	$ 5,000	$ -
43	200	SPORT CAP KIOSK	N/A	COMMON AREA	PROVIDE POWER AND TELEPHONE CONNECTION	$ 5,000	$ 5,000	$ -
44	200	PERFUME KIOSK	N/A	COMMON AREA	PROVIDE POWER AND TELEPHONE CONNECTION	$ 5,000	$ 5,000	$ -
45	250	TRAVEL ACCESS KIOSK	N/A	COMMON AREA	PROVIDE POWER AND TELEPHONE CONNECTION	$ 5,000	$ 5,000	$ -
46	250	FINE TOBACCO / ACCESS	N/A	COMMON AREA	PROVIDE POWER AND TELEPHONE CONNECTION	$ 5,000	$ 5,000	$ -
47	900	JAKE'S COFFEEHOUSE	24	JAKE'S COFFEE	TENANT TO REMAIN "AS-IS"	$ -	$ -	$ -
47a	400	NEWSSTAND	25	THE GROVE	DELIVER SPACE TO NEW TENANT "AS-IS"	$ 1,100	$ 1,100	$ -
48	3,040	DINER	26	NEW JERSEY DINER	TENANT TO REMAIN "AS-IS"	$ -	$ -	$ -
49	1,200	BAR W/FOOD	N/A	HOLD ROOM-GATES 82/84	CONSTRUCT SHELL SPACE; PROVIDE UTILITIES; FINALIZE LOCATION	$ 45,450	$ 45,450	$ -
50	200	SNACK KIOSK	N/A	COMMON AREA	PROVIDE POWER AND TELEPHONE CONNECTION	$ 5,000	$ 5,000	$ -
	38,270	SUB-TOTAL				$ 696,954	$ 506,874	$ 192,080
		C-2 CONCOURSE						
51	2,100	MIAMI SUBS	27	MIAMI SUBS	TENANT TO REMAIN "AS-IS"	$ -	$ -	$ -
52	1,340	NEWSSTAND	28	NEWS	DELIVER SPACE TO NEW TENANT "AS-IS"	$ 2,200	$ 2,200	$ -
53	700	BOOKSTORE	N/A	EMPLOYEE BREAK ROOM	REDEMISE SPACE; PROVIDE UTILITY STUBS; MOVE RMU	$ 29,110	$ 29,110	$ -
56	1,200	BAR W/FOOD	30	BAR	DELIVER SPACE "AS-IS" ; TENANT TO CONSTRUCT NEW BAR	$ 4,400	$ 4,400	$ -
57	200	SUNGLASS KIOSK	N/A	COMMON AREA	PROVIDE POWER/TELEPHONE CONNECTION; RELOCATE SMARTE CAR	$ 11,000	$ 11,000	$ -
59	700	REGIONAL THEMED GIFTS***	N/A	HOLDROOM-GATE 108	CONSTRUCT SHELL SPACE; PROVIDE UTILITIES; RELOCATE PHONES	$ 46,400	$ 46,400	$ -
61	1,200	JAKE'S COFFEEHOUSE	32/33	BAR/NEWS	DELIVER SPACE "AS-IS" ; TENANT TO CONSTRUCT JAKES COFFEE	$ 4,950	$ 4,950	$ -
63	200	SNACK KIOSK	N/A	COMMON AREA	PROVIDE POWER AND TELEPHONE CONNECTION	$ 5,000	$ 5,000	$ -
64	1,000	BAR W/FOOD	34	LAST CHANCE BAR	DELIVER SPACE "AS-IS" ; TENANT TO CONSTRUCT NEW BAR	$ 9,350	$ 9,350	$ -
	8,640	SUB-TOTAL				$ 112,410	$ 112,410	$ -
		EXPRESS WING-MAIN TERMINAL						
65	500	NEWS KIOSK	N/A	HOLDROOM SEATING	RELOCATE HOLDROOM SEATING; PROVIDE POWER AND TELEPHONE	$ 11,500	$ 11,500	$ -
66	500	FOOD & BEVERAGE KIOSK	N/A	COMMON AREA	PROVIDE POWER AND TELEPHONE CONNECTION	$ 9,000	$ -	$ 9,000
67	500	RETAIL KIOSK	N/A	COMMON AREA	PROVIDE POWER AND TELEPHONE CONNECTION	$ 5,000	$ 5,000	$ -
	1,500	SUB-TOTAL				$ 25,500	$ 16,500	$ 9,000

EXHIBIT F & G

WESTFIELD CORPORATION, INC.
NEWARK INTERNATIONAL AIRPORT
TERMINAL C
TENANT PHASING PROGRAM

NEW TENANTS			EXISTING TENANTS		PROPOSED PROGRAM			
SPACE	SQ. FT.	MERCHANDISE CATEGORY	SPACE	EXISTING TENANT	PROGRAM REQUIREMENTS	BUDGET	WCI	CA-1
		EXPRESS TERMINAL						
68	300	FOOD & BEVERAGE	N/A	COMMON AREA	PROVIDE UTILITY STUBS	$ 9,000	$ -	$ 9,000
69	300	NEWSSTAND	N/A	COMMON AREA	PROVIDE POWER AND TELEPHONE CONNECTION	$ 5,000	$ 5,000	$ -
69a	300	LIQUOR BAR	N/A	COMMON AREA	PROVIDE UTILITY STUBS	$ 9,000	$ -	$ 9,000
70	300	FOOD & BEVERAGE	N/A	COMMON AREA	PROVIDE UTILITY STUBS	$ 9,000	$ -	$ 0
71	870	AMERICO'S	38	AMERICO'S	TENANT TO REMAIN "AS-IS"	$ -	$ -	$ -
72	250	NEWS & GIFT KIOSK	39	HOLD ROOM	DELIVER SPACE "AS-IS" ; TENANT TO INSTALL NEW KIOSK	$ -	$ -	$ -
	2,320	SUB-TOTAL				$ 32,000	$ 5,000	$ 27,000
		RMU PROGRAM						
	-	RMU PROGRAM (20 UNITS)		MULTIPLE LOCATIONS TBD	ALLOWANCE FOR TELEPHONE CONNECTIONS AT RMU LOCATIONS.	$ 30,000	$ 30,000	$ -
	-	SUB-TOTAL				$ 30,000	$ 30,000	$ -

	SUMMARY	TOTAL	WCI	CA-1
3,900	MAIN TERMINAL	$ 56,650	$ 9,350	$ 47,300
38,270	C-1 CONCOURSE	$ 698,954	$ 506,874	$ 192,080
8,640	C-2 CONCOURSE	$ 112,410	$ 112,410	$ -
1,500	EXPRESS WING-MAIN TERMINAL	$ 25,500	$ 16,500	$ 9,000
2,320	EXPRESS TERMINAL-CORRIDOR	$ 32,000	$ 5,000	$ 0
-	RMU PROGRAM	$ 30,000	$ 30,000	$ -
54,630	TOTAL	TOTAL DIRECT COSTS $ 955,514	$ 680,134	$ 275,380
		GENERAL CONDITIONS (12%) $ 114,662	$ 81,616	$ 33,046
		CONTINGENCY $ 138,250	$ 138,250	$ -
		TOTAL COST $ 1,208,426	$ 900,000	$ 308,426

FOOTNOTES:

1. REVISED MERCHANDISE CATEGORY NOTED AS ***
2. BUDGET REPRESENTS PRELIMINARY ESTIMATED DIRECT CONSTRUCTION COSTS.
3. TENANT ALLOWANCE, BUYOUT, OR TENANT DISPENSATION NOT PART OF WESTFIELD COST.
4. ALL WORK UNDER CA-1 COLUMN TO BE CARRIED OUT AND FUNDED BY CA-1.

EXHIBIT H

DETAILED CONSTRUCTION ESTIMATE

EXHIBIT H

NEWARK INTERNATIONAL AIRPORT
TERMINAL C
PLANS: MARKED UP MERCHANDISING PLAN - 2/28/97 & TENANT PHASING PROGRAM
PREPARED BY: FRED RAYA - 4/15/97

CONSTRUCTION COST SUMMARY

A - MAIN TERMINAL	$	56,650
B - C-1 CONCOURSE	$	698,954
C - C-2 CONCOURSE	$	112,410
D - EXPRESS WING-MAIN TERMINAL	$	25,500
E - EXPRESS TERMINAL	$	32,000
RMU - UTILITY ALLOWANCE	$	30,000
TOTAL DIRECT COST	**$**	**955,514**
GENERAL CONDITIONS 12%	**$**	**114,662**
GRAND TOTAL	**$**	**1,070,176**

QUALIFICATIONS

NO ALLOWANCE FOR TENANT RELOCATION OR DISPENSATION.
NO ALLOWANCE FOR BUILD OUT BEYOND SHELL.
NO ALLOWANCE FOR THE FABRICATION AND INSTALLATION OF KIOSKS (BY TENANT).
NO ALLOWANCE FOR MODIFICATIONS TO AREAS NOT DESIGNATED IN THIS ESTIMATE.
NO ALLOWANCE FOR ASBESTOS ABATEMENT (WORK TO BE CARRIED OUT AND / OR FUNDED BY OTHER PARTIES).
NO ALLOWANCE FOR ANY WORK OTHER THAN THAT STATED IN THE SCOPE OF WORK.
NO ALLOWANCE FOR FEES OR OTHER COSTS WHICH MAY BE DICTATED BY THE PORT AUTHORITY OR CONTINENTAL.
NO ALLOWANCE FOR SECURITY, INSPECTION OR OTHER CONSULTANTS.
NO ALLOWANCE FOR EMPLOYEE RESTROOMS PENDING REVIEW BY PORT AUTHORITY OR BOCA.
EXISTING GAS LINES COULD NOT BE LOCATED, ASSUMPTIONS WERE MADE IN THIS ESTIMATE.
THE ABOVE ESTIMATE INCLUDES CERTAIN WORK TO BE CARRIED OUT AND FUNDED BY CA ONE.

SUMMARY OF AREAS & SCOPE DESCRIPTIONS

SPACE #	SQ. FT.	MERCHANDISE CATEGORY	SCOPE OF WORK
		MAIN TERMINAL	
1	2,200	DUTY FREE	REMOVE STOREFRONT, REDEMISE
2	150	FOREIGN CURRENCY	REMOVE STOREFRONT, REDEMISE, STUB IN UTILITIES
3	400	NEWSSTAND	SPACE REMAINS "AS-IS"
4	150	SHOESHINE	DELETE FROM SCOPE
5	400	FOOD & BEVERAGE	SPACE REMAINS "AS-IS"
6	200	LIQUOR BAR	PROVIDE STUB IN UTILITIES
7	400	FOOD & BEVERAGE	SPACE REMAINS "AS-IS"
8	1,800	CHILDREN'S PLAYSPACE	DELETE FROM SCOPE
	5,700	TOTAL MAIN TERMINAL SQUARE FOOT AREA	
		C-1 CONCOURSE	
9	300	NEWS KIOSK	PROVIDE STUB IN UTILITIES
10	2,700	FOOD & BEVERAGE	RMV RU GRILL, REDEMISE
11	970	REGIONAL THEMED GIFTS	RMV RU GRILL, REDEMISE, STUB IN UTILITIES
12	800	LICENSED SPORTS	PROVIDE DEMISING WALL & STUB IN UTILITIES
13	1,000	ENTERTAINMENT THEMED	PROVIDE DEMISING WALL & STUB IN UTILITIES
14/15	800	BOOKS	SPACE REMAINS "AS-IS"
16	1,500	BAR W / FOOD	PROVIDE DEMISING WALL & STUB IN UTILITIES
17	900	LEATHER ACCESSORIES & APPAREL	PROVIDE DEMISING WALL & STUB IN UTILITIES
18/19	1,400	UNISEX APPAREL	SPACE REMAINS "AS-IS"
20	400	JEWELRY & ACCESSORIES	RMV RU GRILL, REDEMISE, STUB IN UTILITIES
21	430	MEN'S ACCESSORIES	RMV RU GRILL, REDEMISE, STUB IN UTILITIES
22			SPACE # NOT USED
23	600	FAST FOOD	DEMO EXISTING SPACE, REDEMISE, STUB IN UTILITIES
24	300	FAST FOOD	RMV RU GRILL, REDEMISE, STUB IN UTILITIES
25	2,400	FAST FOOD - MCDONALDS	RMV FOUNTAIN
26	200	FOOD KIOSK	PROVIDE STUB IN UTILITIES
27	1,100	FAST FOOD - SBARRO	SPACE REMAINS "AS-IS"
28	1,900	FAST FOOD - EVERYTHING YOGURT	DEMO FOUNTAIN, REDEMISE, PROVIDE STUB IN UTILITIES
29	900	FAST FOOD - NATHAN'S	SPACE DELIVERED "AS-IS"
30	790	FAST FOOD - WOK 'N ROLL	SPACE REMAINS "AS-IS"
31	3,700	RESTAURANT	SPACE REMAINS "AS-IS"
32	140	NEWS WALL	SPACE REMAINS "AS-IS"
33a	1,100	UNISEX APPAREL	DEMO EXISTING SPACE, REDEMISE, STUB IN UTILITIES
33b	1,000	BATH & BODY	DEMO EXISTING SPACE, REDEMISE, STUB IN UTILITIES
34	1,200	GIFTS & GADGETS	DEMO EXISTING SPACE, REDEMISE, STUB IN UTILITIES
35	900	BAR W / FOOD	DEMO EXISTING SPACE, REDEMISE, STUB IN UTILITIES
36	200	SNACK KIOSK	PROVIDE STUB IN UTILITIES
37	1,700	NATURE / EDUCATIONAL	SPACE REMAINS "AS-IS"
38	1,000	REGIONAL THEMED GIFTS	DEMO EXISTING SPACE, DRYWALL, STUB IN UTILITIES
39	900	CARDS & STATIONARY	DEMO EXISTING SPACE, DRYWALL, STUB IN UTILITIES
40			SPACE # NOT USED
41	200	WATCH KIOSK	PROVIDE STUB IN UTILITIES
42	200	SUNGLASS KIOSK	PROVIDE STUB IN UTILITIES

SUMMARY OF AREAS (CONTINUED)

SPACE #	SQ. FT.	MERCHANDISE CATEGORY	SCOPE OF WORK
43	200	SPORT CAP KIOSK	PROVIDE STUB IN UTILITIES
44	200	PERFUME KIOSK	PROVIDE STUB IN UTILITIES
45	250	TRAVEL ACCESS KIOSK	PROVIDE STUB IN UTILITIES
46	250	FINE TOBACCO - ACCESSORIES	PROVIDE STUB IN UTILITIES
47	900	JAKE'S COFFEEHOUSE	SPACE REMAINS "AS-IS"
47a	400	NEWS	SPACE DELIVERED "AS-IS"
48	3,040	DINER	SPACE REMAINS "AS-IS"
49	1,200	BAR W / FOOD	DEMO EXISTING SPACE, DRYWALL, STUB IN UTILITIES
50	200	SNACK KIOSK	PROVIDE STUB IN UTILITIES
	38,270	TOTAL C-1 CONCOURSE SQUARE FOOT AREA	
		C-2 CONCOURSE	
51	2,100	MIAMI SUBS	SPACE REMAINS "AS-IS"
52	1,340	NEWS	SPACE DELIVERED "AS-IS"
53	700	BOOKSTORE	REDEMISE, STUB IN UTILITIES
54			SPACE # NOT USED
55			SPACE # NOT USED
56	1,200	BAR W / FOOD	SPACE DELIVERED "AS-IS"
57	200	SUNGLASS KIOSK	PROVIDE STUB IN UTILITIES
58			SPACE # NOT USED
59	700	REGIONAL THEMED GIFTS	PROVIDE STUB IN UTILITIES
60			SPACE # NOT USED
61	1,200	JAKE'S COFFEEHOUSE	SPACE DELIVERED "AS-IS"
62			SPACE # NOT USED
63	200	SNACK KIOSK	PROVIDE STUB IN UTILITIES
64	1,000	BAR W / FOOD	SPACE DELIVERED "AS-IS"
	8,640	TOTAL C-2 CONCOURSE SQUARE FOOT AREA	
		EXPRESS WING-MAIN TERMINAL	
65	500	NEWS & GIFTS KIOSK	PROVIDE STUB IN UTILITIES
66	500	FOOD & BEVERAGE KIOSK	PROVIDE STUB IN UTILITIES
67	1,500	RETAIL KIOSK	PROVIDE STUB IN UTILITIES
	2,500	TOTAL EXPRESS WING-MAIN TERMINAL SQUARE FOOT AREA	
		EXPRESS TERMINAL	
68	300	FOOD & BEVERAGE	PROVIDE STUB IN UTILITIES
69	300	NEWS & GIFT	PROVIDE STUB IN UTILITIES
69a	300	LIQUOR BAR	PROVIDE STUB IN UTILITIES
70	300	FOOD & BEVERAGE	PROVIDE STUB IN UTILITIES
	1,200	TOTAL EXPRESS TERMINAL - CORRIDOR SQUARE FOOT AREA	

	QUANTITY	UNIT		RATE		COST
A - MAIN TERMINAL						
SPACE #1 - DUTY FREE - REMOVE STOREFRONT, REDEMISE						
DEMOLITION - REMOVE STOREFRONT	240	SF	$	12.50	$	3,000
DEMOLITION - REMOVE CEILG. AT DEMISING WALL	40	SF	$	10.00	$	400
DEMISING WALLS - METAL STUDS ONLY	320	SF	$	6.50	$	2,080
PLUMBING - ASSUME NONE NEEDED	-	LS	$	-	$	-
FIRE PROTECTION - PROVIDE TEE & CAP	1	LS	$	1,500.00	$	1,500
HVAC - MODIFY DUCTWORK	1	LS	$	4,000.00	$	4,000
ELECTRICAL - AS-IS	-	LS	$	-	$	-
BARRICADES	30	LF	$	55.00	$	1,650
	TOTAL SPACE #1				$	**12,630**
SPACE #2 - FOREIGN CURRENCY - REMOVE STOREFRONT, REDEMISE, STUB IN UTILITIES						
DEMOLITION - REMOVE STOREFRONT	600	SF	$	12.50	$	7,500
DEMOLITION - REMOVE CEILG. AT DEMISING WALL	60	SF	$	10.00	$	600
DEMISING WALLS - METAL STUDS ONLY	480	SF	$	6.50	$	3,120
PLUMBING - ASSUME NONE NEEDED	-	LS	$	-	$	-
FIRE PROTECTION - PROVIDE TEE & CAP	1	LS	$	1,500.00	$	1,500
HVAC - MODIFY DUCTWORK	1	LS	$	4,000.00	$	4,000
ELECTRICAL - STUB IN POWER & PHONE CONDUIT	1	LS	$	5,000.00	$	5,000
BARRICADES	30	LF	$	55.00	$	1,650
	TOTAL SPACE #2				$	**23,370**
SPACE #3 - NEWSSTAND - SPACE REMAINS "AS-IS"						
DEMOLITION	-	LS	$	-	$	-
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING	-	LS	$	-	$	-
FIRE PROTECTION	-	LS	$	-	$	-
HVAC	-	LS	$	-	$	-
ELECTRICAL	-	LS	$	-	$	-
BARRICADES	30	LF	$	55.00	$	1,650
	TOTAL SPACE #3				$	**1,650**
SPACE #4 - SHOESHINE - DELETE FROM SCOPE						
DEMOLITION	-	LS	$	-	$	-
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING	-	LS	$	-	$	-
FIRE PROTECTION	-	LS	$	-	$	-
HVAC	-	LS	$	-	$	-
ELECTRICAL	-	LS	$	-	$	-
BARRICADES	-	LF	$	-	$	-
	TOTAL SPACE #4				$	-

SPACE #5 - FOOD & BEVERAGE - SPACE REMAINS "AS-IS"						
DEMOLITION	-	LS	$	-	$	-
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING	-	LS	$	-	$	-
FIRE PROTECTION	-	LS	$	-	$	-
HVAC	-	LS	$	-	$	-
ELECTRICAL	-	LS	$	-	$	-
BARRICADES	80	LF	$	55.00	$	4,400
	TOTAL SPACE #5				$	4,400
SPACE #6 - LIQUOR BAR - PROVIDE STUB IN UTILITIES						
DEMOLITION	-	LS	$	-	$	-
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING - STUB IN SUPPLY & WASTE LINES	1	LS	$	4,000.00	$	4,000
FIRE PROTECTION - AS-IS	-	LS	$	-	$	-
HVAC - AS-IS	-	LS	$	-	$	-
ELECTRICAL - STUB IN POWER & PHONE CONDUIT	1	LS	$	4,000.00	$	4,000
BARRICADES	60	LF	$	55.00	$	3,300
	TOTAL SPACE #6				$	11,300
SPACE #7 - FOOD & BEVERAGE - SPACE REMAINS "AS-IS"						
DEMOLITION - RELOCATE SHOESHINE (BY TENANT)	-	LS	$	-	$	-
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING	-	LS	$	-	$	-
FIRE PROTECTION	-	LS	$	-	$	-
HVAC	-	LS	$	-	$	-
ELECTRICAL	-	LS	$	-	$	-
BARRICADES	60	LF	$	55.00	$	3,300
	TOTAL SPACE #7				$	3,300
SPACE #8 - CHILDREN PLAYSPACE - DELETE FROM SCOPE						
DEMOLITION	-	LS	$	-	$	-
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING	-	LS	$	-	$	-
FIRE PROTECTION	-	LS	$	-	$	-
HVAC	-	LS	$	-	$	-
ELECTRICAL	-	LS	$	-	$	-
BARRICADES	-	LF	$	-	$	-
	TOTAL SPACE #8				$	-
	TOTAL MAIN TERMINAL				$	56,650

B - C-1 CONCOURSE

SPACE #9 - NEWS KIOSK - PROVIDE STUB IN UTILITIES						
DEMOLITION - RELOCATE CART RACK (NIC)	-	LS	$	-	$	-
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING - ASSUME NONE NEEDED	-	LS	$	-	$	-
FIRE PROTECTION - AS-IS	-	LS	$	-	$	-
HVAC - AS-IS	-	LS	$	-	$	-
ELECTRICAL - STUB IN POWER CONDUIT	1	LS	$	5,000.00	$	5,000
BARRICADES	-	LF	$	-	$	-
	TOTAL SPACE #9				**$**	**5,000**
SPACE #10 - FOOD & BEVERAGE - REMOVE R.U. GRILL, REDEMISE						
DEMOLITION - REMOVE ROLL UP GRILL	1	LS	$	3,000.00	$	3,000
DEMOLITION - REMOVE CEILG. AT DEMISING WALL	60	SF	$	10.00	$	600
DEMISING WALLS - METAL STUDS & DRYWALL (1 S)	480	SF	$	9.50	$	4,560
PATCH CEILING	1	LS	$	7,000.00	$	7,000
PLUMBING - AS-IS	-	LS	$	-	$	-
FIRE PROTECTION - AS-IS	-	LS	$	-	$	-
HVAC - MODIFY DUCTWORK	1	LS	$	4,000.00	$	4,000
ELECTRICAL - AS-IS	-	LS	$	-	$	-
BARRICADES	90	LF	$	55.00	$	4,950
	TOTAL SPACE #10				**$**	**24,110**
SPACE #11 - REGIONAL THEMED GIFTS - REMOVE R.U. GRILL, REDEMISE, STUB IN UTILITIES						
DEMOLITION - REMOVE ROLL UP GRILL	1	LS	$	3,000.00	$	3,000
DEMOLITION - REMOVE CEILG. AT DEMISING WALL	40	SF	$	10.00	$	400
DEMISING WALLS - METAL STUDS ONLY	320	SF	$	6.50	$	2,080
PLUMBING - ASSUME NONE NEEDED	-	LS	$	-	$	-
FIRE PROTECTION - PROVIDE TEE & CAP	1	LS	$	1,500.00	$	1,500
HVAC - MODIFY DUCTWORK	1	LS	$	4,000.00	$	4,000
ELECTRICAL - STUB IN POWER & PHONE LINES	1	LS	$	5,000.00	$	5,000
BARRICADES	40	LF	$	55.00	$	2,200
	TOTAL SPACE #11				**$**	**18,180**
SPACE #12 - LICENSED SPORTS - PROVIDE DEMISING WALL & STUB IN UTILITIES						
DEMOLITION - REMOVE CEILG. AT DEMISING WALL	150	SF	$	10.00	$	1,500
DEMISING WALLS	1,200	SF	$	6.50	$	7,800
PLUMBING - ASSUME NONE NEEDED	-	LS	$	-	$	-
FIRE PROTECTION - PROVIDE TEE & CAP	1	LS	$	1,500.00	$	1,500
HVAC - MODIFY DUCTWORK	1	LS	$	4,000.00	$	4,000
ELECTRICAL - AS-IS	-	LS	$	-	$	-
BARRICADES	40	LF	$	55.00	$	2,200
	TOTAL SPACE #12				**$**	**17,000**

SPACE #13 - ENTERTAINMENT THEMED - PROVIDE DEMISING WALL & STUB IN UTILITIES

DEMOLITION - REMOVE CEILG. AT DEMISING WALL	60	SF	$	10.00	$	600
DEMOLITION - REMOVE SHELVING	1	LS	$	2,500.00	$	2,500
DEMISING WALLS	480	SF	$	6.50	$	3,120
PLUMBING - ASSUME NONE NEEDED	-	LS	$	-	$	-
FIRE PROTECTION - PROVIDE TEE & CAP	1	LS	$	1,500.00	$	1,500
HVAC - MODIFY DUCTWORK	1	LS	$	4,000.00	$	4,000
ELECTRICAL - STUB IN POWER & PHONE CONDUIT	1	LS	$	5,000.00	$	5,000
BARRICADES	40	LF	$	55.00	$	2,200
	TOTAL SPACE #13				**$**	**18,920**

SPACE #14 / #15 - BOOKS - SPACE REMAINS "AS-IS"

DEMOLITION	-	LS	$	-	$	-
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING	-	LS	$	-	$	-
FIRE PROTECTION	-	LS	$	-	$	-
HVAC	-	LS	$	-	$	-
ELECTRICAL	-	LS	$	-	$	-
BARRICADES	-	LF	$	-	$	-
	TOTAL SPACE #14 / #15				**$**	**-**

SPACE #16 - BAR W / FOOD - PROVIDE DEMISING WALL & STUB IN UTILITIES

DEMOLITION - REMOVE BAR	1	LS	$	35,000.00	$	35,000
DEMOLITION - REMOVE CEILG. AT DEMISING WALL	60	SF	$	10.00	$	600
DEMISING WALLS	480	SF	$	6.50	$	3,120
PLUMBING - STUB IN SUPPLY & WASTE LINES	1	LS	$	4,000.00	$	4,000
FIRE PROTECTION - PROVIDE TEE & CAP	1	LS	$	1,500.00	$	1,500
HVAC - MODIFY DUCTWORK	1	LS	$	4,000.00	$	4,000
ELECTRICAL - STUB IN POWER CONDUIT	1	LS	$	4,000.00	$	4,000
BARRICADES	30	LF	$	55.00	$	1,650
	TOTAL SPACE #16				**$**	**53,870**

SPACE #17 - LEATHER ACCESSORIES & APPAREL - PROVIDE DEMISING WALL & STUB IN UTILITIES

DEMOLITION - REMOVE CEILG. AT DEMISING WALL	60	SF	$	10.00	$	600
DEMISING WALLS	480	SF	$	6.50	$	3,120
PLUMBING - ASSUME NONE NEEDED	-	LS	$	-	$	-
FIRE PROTECTION - PROVIDE TEE & CAP	1	LS	$	1,500.00	$	1,500
HVAC - MODIFY DUCTWORK	1	LS	$	4,000.00	$	4,000
ELECTRICAL - STUB IN PHONE CONDUIT	1	LS	$	2,500.00	$	2,500
BARRICADES	40	LF	$	55.00	$	2,200
	TOTAL SPACE #17				**$**	**13,920**

SPACE #18 / #19 - UNISEX APPAREL - SPACE REMAINS "AS-IS"						
DEMOLITION	-	LS	$	-	$	-
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING	-	LS	$	-	$	-
FIRE PROTECTION	-	LS	$	-	$	-
HVAC	-	LS	$	-	$	-
ELECTRICAL	-	LS	$	-	$	-
BARRICADES	70	LF	$	55.00	$	3,850
	TOTAL SPACE #18 / #19				$	3,850
SPACE #20 - JEWELRY & ACCESSORIES - REMOVE R.U. GRILL, REDEMISE, STUB IN UTILITIES						
DEMOLITION - REMOVE ROLL UP GRILL	1	LS	$	3,000.00	$	3,000
DEMOLITION - REMOVE CEILG. AT DEMISING WALL	72	SF	$	10.00	$	720
DEMISING WALLS - METAL STUDS ONLY	576	SF	$	6.50	$	3,744
PLUMBING - ASSUME NONE NEEDED	-	LS	$	-	$	-
FIRE PROTECTION - PROVIDE TEE & CAP	1	LS	$	1,500.00	$	1,500
HVAC - MODIFY DUCTWORK	1	LS	$	4,000.00	$	4,000
ELECTRICAL - STUB IN POWER & PHONE LINES	1	LS	$	5,000.00	$	5,000
BARRICADES	30	LF	$	55.00	$	1,650
	TOTAL SPACE #20				$	19,614
SPACE #21 - MEN'S ACCESSORIES - REMOVE R.U. GRILL, REDEMISE, STUB IN UTILITIES						
DEMOLITION - REMOVE ROLL UP GRILL	1	LS	$	3,000.00	$	3,000
DEMOLITION - REMOVE CEILG. AT DEMISING WALL	70	SF	$	10.00	$	700
DEMISING WALLS - METAL STUDS ONLY	560	SF	$	6.50	$	3,640
PLUMBING - ASSUME NONE NEEDED	-	LS	$	-	$	-
FIRE PROTECTION - PROVIDE TEE & CAP	1	LS	$	1,500.00	$	1,500
HVAC - MODIFY DUCTWORK	1	LS	$	4,000.00	$	4,000
ELECTRICAL - AS-IS	-	LS	$	-	$	-
BARRICADES	30	LF	$	55.00	$	1,650
	TOTAL SPACE #21				$	14,490
SPACE #22 - SPACE # NOT USED						
DEMOLITION	-	LS	$	-	$	-
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING	-	LS	$	-	$	-
FIRE PROTECTION	-	LS	$	-	$	-
HVAC	-	LS	$	-	$	-
ELECTRICAL	-	LS	$	-	$	-
BARRICADES	-	LF	$	-	$	-
	TOTAL SPACE #22				$	-

SPACE #23 - FAST FOOD - DEMO EXISTING SPACE, REDEMISE, STUB IN UTILITIES

DEMOLITION - GUT EXISTING SPACE	600	SF	$	15.00	$	9,000
DEMISING WALLS - METAL STUDS ONLY	720	SF	$	6.50	$	4,680
PLUMBING - STUB IN SUPPLY & WASTE LINES	1	LS	$	4,000.00	$	4,000
FIRE PROTECTION- PROVIDE TEE & CAP	1	LS	$	1,500.00	$	1,500
HVAC - MODIFY DUCTWORK	1	LS	$	4,000.00	$	4,000
ELECTRICAL - STUB IN POWER & PHONE CONDUIT	1	LS	$	5,000.00	$	5,000
BARRICADES	30	LF	$	55.00	$	1,650
	TOTAL SPACE #23				$	**29,830**

SPACE #24 - FAST FOOD - REMOVE R.U. GRILL, REDEMISE, STUB IN UTILITIES

DEMOLITION - REMOVE ROLL UP GRILL	1	LS	$	3,000.00	$	3,000
DEMOLITION - REMOVE CEILG. AT DEMISING WALL	70	SF	$	10.00	$	700
DEMISING WALLS - METAL STUDS ONLY	560	SF	$	6.50	$	3,640
PLUMBING - STUB IN SUPPLY & WASTE LINES	1	LS	$	4,000.00	$	4,000
FIRE PROTECTION- PROVIDE TEE & CAP	1	LS	$	1,500.00	$	1,500
HVAC - MODIFY DUCTWORK	1	LS	$	4,000.00	$	4,000
ELECTRICAL - STUB IN POWER & PHONE CONDUIT	1	LS	$	5,000.00	$	5,000
BARRICADES	60	LF	$	55.00	$	3,300
	TOTAL SPACE #24				$	**25,140**

SPACE #25 - FAST FOOD - MCDONALDS - REMOVE FOUNTAIN

DEMOLITION - REMOVE ROLL UP GRILL (BY TENANT)	-	LS	$	-	$	-
DEMOLITION - REMOVE EXIST. FOUNTAIN & GLASS	1	LS	$	30,000.00	$	30,000
PATCH TERRAZZO FLOOR & COLS. AT FOUNTAIN	600	SF	$	30.00	$	18,000
DEMISING WALLS - MTL. STUDS ONLY (BY TENANT)	-	SF	$	-	$	-
PLUMBING - AS-IS	-	LS	$	-	$	-
FIRE PROTECTION - AS-IS	-	LS	$	-	$	-
HVAC - AS-IS	-	LS	$	-	$	-
ELECTRICAL - AS-IS	-	LS	$	-	$	-
BARRICADES	60	LF	$	55.00	$	3,300
	TOTAL SPACE #25				$	**51,300**

SPACE #26 -- FOOD KIOSK - PROVIDE STUB IN UTILITIES

DEMOLITION	-	LS	$	-	$	-
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING - STUB IN SUPPLY & WASTE LINES	1	LS	$	4,000.00	$	4,000
FIRE PROTECTION - AS-IS	-	LS	$	-	$	-
HVAC - AS-IS	-	LS	$	-	$	-
ELECTRICAL - STUB IN POWER & PHONE CONDUIT	1	LS	$	5,000.00	$	5,000
BARRICADES	70	LF	$	55.00	$	3,850
	TOTAL SPACE #26				$	**12,850**

SPACE #27 - FAST FOOD - SBARRO - SPACE REMAINS "AS-IS"

DEMOLITION	-	LS	$	-	$	-
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING	-	LS	$	-	$	-
FIRE PROTECTION	-	LS	$	-	$	-
HVAC	-	LS	$	-	$	-
ELECTRICAL	-	LS	$	-	$	-
BARRICADES	-	LF	$	-	$	-
	TOTAL SPACE #27				$	-

SPACE #28 - FAST FOOD - EVERYTHING YOGURT - DEMO FOUNTAIN, REDEMISE, PROVIDE STUB IN UTILITIES

DEMOLITION - REMOVE CEILG. AT DEMISING WALL	120	SF	$	10.00	$	1,200
DEMOLITION - REMOVE EXIST. FOUNTAIN & GLASS	1	LS	$	30,000.00	$	30,000
PATCH TERRAZZO FLOOR & COLS. AT FOUNTAIN	600	SF	$	30.00	$	18,000
DEMISING WALLS - METAL STUDS ONLY	960	SF	$	6.50	$	6,240
PLUMBING - STUB IN SUPPLY & WASTE LINES	1	LS	$	4,000.00	$	4,000
FIRE PROTECTION- PROVIDE TEE & CAP	1	LS	$	1,500.00	$	1,500
HVAC - MODIFY DUCTWORK	1	LS	$	4,000.00	$	4,000
ELECTRICAL - STUB IN POWER & PHONE CONDUIT	1	LS	$	5,000.00	$	5,000
BARRICADES	70	LF	$	55.00	$	3,850
	TOTAL SPACE #28				$	73,790

SPACE #29 - FAST FOOD - NATHAN'S - SPACE DELIVERED "AS-IS"

DEMOLITION - BY TENANT	-	SF	$	-	$	-
DEMISING WALLS - BY TENANT	-	SF	$	-	$	-
PLUMBING - BY TENANT	-	LS	$	-	$	-
FIRE PROTECTION - BY TENANT	-	LS	$	-	$	-
HVAC - BY TENANT	-	LS	$	-	$	-
ELECTRICAL - BY TENANT	-	LS	$	-	$	-
BARRICADES	70	LF	$	55.00	$	3,850
	TOTAL SPACE #29				$	3,850

SPACE #30 - FAST FOOD - WOK 'N ROLL - SPACE REMAINS "AS-IS"

DEMOLITION - RELOCATE SIGN (BY TENANT)	-	LS	$	-	$	-
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING	-	LS	$	-	$	-
FIRE PROTECTION	-	LS	$	-	$	-
HVAC	-	LS	$	-	$	-
ELECTRICAL	-	LS	$	-	$	-
BARRICADES	-	LF	$	-	$	-
	TOTAL SPACE #30				$	-

SPACE #31 - RESTAURANT - SPACE REMAINS "AS-IS"

DEMOLITION	-	LS	$	-	$	-
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING	-	LS	$	-	$	-
FIRE PROTECTION	-	LS	$	-	$	-
HVAC	-	LS	$	-	$	-
ELECTRICAL	-	LS	$	-	$	-
BARRICADES	120	LF	$	55.00	$	6,600
	TOTAL SPACE #31				$	6,600

SPACE #32 - NEWS WALL - SPACE REMAINS "AS-IS"

DEMOLITION	-	LS	$	-	$	-
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING	-	LS	$	-	$	-
FIRE PROTECTION	-	LS	$	-	$	-
HVAC	-	LS	$	-	$	-
ELECTRICAL	-	LS	$	-	$	-
BARRICADES	-	LF	$	-	$	-
	TOTAL SPACE #32				$	-

SPACE #33a - UNISEX APPAREL - DEMO EXISTING SPACE, REDEMISE, STUB IN UTILITIES

DEMOLITION - GUT EXISTING SPACE	1,100	SF	$	15.00	$	16,500
DEMISING WALLS - METAL STUDS & DRYWALL (2 S)	320	SF	$	12.50	$	4,000
PLUMBING - ASSUME NONE NEEDED	-	LS	$	-	$	-
FIRE PROTECTION - PROVIDE TEE & CAP	1	LS	$	1,500.00	$	1,500
HVAC - MODIFY DUCTWORK	1	LS	$	4,000.00	$	4,000
ELECTRICAL - STUB IN POWER & PHONE CONDUIT	1	LS	$	5,000.00	$	5,000
BARRICADES	30	LF	$	55.00	$	1,650
	TOTAL SPACE #33a				$	32,650

SPACE #33b - BATH & BODY - DEMO EXISTING SPACE, REDEMISE, STUB IN UTILITIES

DEMOLITION - GUT EXISTING SPACE	1,000	SF	$	15.00	$	15,000
DEMISING WALLS - METAL STUDS ONLY	320	SF	$	6.50	$	2,080
PLUMBING - ASSUME NONE NEEDED	-	LS	$	-	$	-
FIRE PROTECTION - PROVIDE TEE & CAP	1	LS	$	1,500.00	$	1,500
HVAC - MODIFY DUCTWORK	1	LS	$	4,000.00	$	4,000
ELECTRICAL - STUB IN POWER & PHONE CONDUIT	1	LS	$	5,000.00	$	5,000
BARRICADES	50	LF	$	55.00	$	2,750
	TOTAL SPACE #33b				$	30,330

SPACE #34 - GIFTS & GADGETS - DEMO EXISTING SPACE, REDEMISE, STUB IN UTILITIES

DEMOLITION - GUT EXISTING SPACE	1,200	SF	$	15.00	$	18,000
DEMOLITION - REMOVE PHONE BANK	1	LS	$	5,000.00	$	5,000
DEMISING WALLS - METAL STUDS ONLY	720	SF	$	6.50	$	4,680
PROVIDE CORRIDOR - FITOUT	100	SF	$	100.00	$	10,000
PLUMBING - ASSUME NONE NEEDED	-	LS	$	-	$	-
FIRE PROTECTION - PROVIDE TEE & CAP	1	LS	$	1,500.00	$	1,500
HVAC - MODIFY DUCTWORK	1	LS	$	4,000.00	$	4,000
ELECTRICAL - STUB IN POWER & PHONE CONDUIT	1	LS	$	5,000.00	$	5,000
BARRICADES	90	LF	$	55.00	$	4,950
	TOTAL SPACE #34				**$**	**53,130**

SPACE #35 - BAR W / FOOD - DEMO EXISTING SPACE, REDEMISE, STUB IN UTILITIES

DEMOLITION - GUT EXISTING SPACE	900	SF	$	15.00	$	13,500
DEMISING WALLS - METAL STUDS & DRYWALL (2 S)	800	SF	$	12.50	$	10,000
PLUMBING - STUB IN SUPPLY & WASTE LINES	1	LS	$	4,000.00	$	4,000
FIRE PROTECTION - PROVIDE TEE & CAP	1	LS	$	1,500.00	$	1,500
HVAC - MODIFY DUCTWORK	1	LS	$	4,000.00	$	4,000
ELECTRICAL - STUB IN POWER & PHONE CONDUIT	1	LS	$	5,000.00	$	5,000
BARRICADES	120	LF	$	55.00	$	6,600
	TOTAL SPACE #35				**$**	**44,600**

SPACE #36 - SNACK KIOSK - PROVIDE STUB IN UTILITIES

DEMOLITION	-	LS	$	-	$	-
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING - ASSUME NONE NEEDED	-	LS	$	-	$	-
FIRE PROTECTION - AS-IS	-	LS	$	-	$	-
HVAC - AS-IS	-	LS	$	-	$	-
ELECTRICAL - STUB IN POWER & PHONE CONDUIT	1	LS	$	5,000.00	$	5,000
BARRICADES	-	LF	$	-	$	-
	TOTAL SPACE #36				**$**	**5,000**

SPACE #37 - NATURE / EDUCATIONAL - SPACE REMAINS "AS-IS"

DEMOLITION	-	LS	$	-	$	-
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING	-	LS	$	-	$	-
FIRE PROTECTION	-	LS	$	-	$	-
HVAC	-	LS	$	-	$	-
ELECTRICAL	-	LS	$	-	$	-
BARRICADES	60	LF	$	55.00	$	3,300
	TOTAL SPACE #37				**$**	**3,300**

SPACE #38 - REGIONAL THEMED GIFTS - DEMO EXISTING SPACE, DRYWALL, STUB IN UTILITIES

DEMOLITION - GUT EXISTING SPACE	1,000	SF	$	15.00	$	15,000
DEMISING WALLS - METAL STUDS & DRYWALL (1 S)	320	SF	$	9.50	$	3,040
PLUMBING	-	LS	$	-	$	-
FIRE PROTECTION - PROVIDE TEE & CAP	1	LS	$	1,500.00	$	1,500
HVAC - MODIFY DUCTWORK	1	LS	$	4,000.00	$	4,000
ELECTRICAL - STUB IN POWER & PHONE CONDUIT	1	LS	$	5,000.00	$	5,000
BARRICADES	40	LF	$	55.00	$	2,200
	TOTAL SPACE #38				**$**	**30,740**

SPACE #39 - CARDS & STATIONARY - DEMO EXISTING SPACE, DRYWALL, STUB IN UTILITIES

DEMOLITION - GUT EXISTING SPACE	900	SF	$	15.00	$	13,500
DEMISING WALLS - METAL STUDS & DRYWALL (1 S)	320	SF	$	9.50	$	3,040
PLUMBING	-	LS	$	-	$	-
FIRE PROTECTION - PROVIDE TEE & CAP	1	LS	$	1,500.00	$	1,500
HVAC - MODIFY DUCTWORK	1	LS	$	4,000.00	$	4,000
ELECTRICAL - AS-IS	-	LS	$	-	$	-
BARRICADES	60	LF	$	55.00	$	3,300
	TOTAL SPACE #39				**$**	**25,340**

SPACE #40 - SPACE # NOT USED

DEMOLITION	-	LS	$	-	$	-
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING	-	LS	$	-	$	-
FIRE PROTECTION	-	LS	$	-	$	-
HVAC	-	LS	$	-	$	-
ELECTRICAL	-	LS	$	-	$	-
BARRICADES	-	LF	$	-	$	-
	TOTAL SPACE #40				**$**	-

SPACE #41 - WATCH KIOSK - PROVIDE STUB IN UTILITIES

DEMOLITION	-	LS	$	-	$	-
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING - ASSUME NONE NEEDED	-	LS	$	-	$	-
FIRE PROTECTION - AS-IS	-	LS	$	-	$	-
HVAC - AS-IS	-	LS	$	-	$	-
ELECTRICAL - STUB IN POWER & PHONE CONDUIT	1	LS	$	5,000.00	$	5,000
BARRICADES	-	LF	$	-	$	-
	TOTAL SPACE #41				**$**	**5,000**

SPACE #42 - SUNGLASS KIOSK - PROVIDE STUB IN UTILITIES						
DEMOLITION	-	LS	$	-	$	-
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING - ASSUME NONE NEEDED	-	LS	$	-	$	-
FIRE PROTECTION - AS-IS	-	LS	$	-	$	-
HVAC - AS-IS	-	LS	$	-	$	-
ELECTRICAL - STUB IN POWER & PHONE CONDUIT	1	LS	$	5,000.00	$	5,000
BARRICADES	-	LF	$	-	$	-
	TOTAL SPACE #42				$	5,000
SPACE #43 - SPORT CAP KIOSK - PROVIDE STUB IN UTILITIES						
DEMOLITION	-	LS	$	-	$	-
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING - ASSUME NONE NEEDED	-	LS	$	-	$	-
FIRE PROTECTION - AS-IS	-	LS	$	-	$	-
HVAC - AS-IS	-	LS	$	-	$	-
ELECTRICAL - STUB IN POWER & PHONE CONDUIT	1	LS	$	5,000.00	$	5,000
BARRICADES	-	LF	$	-	$	-
	TOTAL SPACE #43				$	5,000
SPACE #44 - PERFUME KIOSK - PROVIDE STUB IN UTILITIES						
DEMOLITION	-	LS	$	-	$	-
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING - ASSUME NONE NEEDED	-	LS	$	-	$	-
FIRE PROTECTION - AS-IS	-	LS	$	-	$	-
HVAC - AS-IS	-	LS	$	-	$	-
ELECTRICAL - STUB IN POWER & PHONE CONDUIT	1	LS	$	5,000.00	$	5,000
BARRICADES	-	LF	$	-	$	-
	TOTAL SPACE #44				$	5,000
SPACE #45 - TRAVEL ACCESS KIOSK - PROVIDE STUB IN UTILITIES						
DEMOLITION	-	LS	$	-	$	-
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING - ASSUME NONE NEEDED	-	LS	$	-	$	-
FIRE PROTECTION - AS-IS	-	LS	$	-	$	-
HVAC - AS-IS	-	LS	$	-	$-	-
ELECTRICAL - STUB IN POWER & PHONE CONDUIT	1	LS	$	5,000.00	$	5,000
BARRICADES	-	LF	$	-	$	-
	TOTAL SPACE #45				$	5,000

SPACE #46 - FINE TOBACCO - ACCESSORIES - PROVIDE STUB IN UTILITIES						
DEMOLITION	-	LS	$	-	$	-
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING - ASSUME NONE NEEDED	-	LS	$	-	$	-
FIRE PROTECTION - AS-IS	-	LS	$	-	$	-
HVAC - AS-IS	-	LS	$	-	$	-
ELECTRICAL - STUB IN POWER & PHONE CONDUIT	1	LS	$	5,000.00	$	5,000
BARRICADES	-	LF	$	-	$	-
	TOTAL SPACE #46				$	5,000
SPACE #47 - JAKE'S COFFEEHOUSE - SPACE REMAINS "AS-IS"						
DEMOLITION	-	LS	$	-	$	-
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING	-	LS	$	-	$	-
FIRE PROTECTION	-	LS	$	-	$	-
HVAC	-	LS	$	-	$	-
ELECTRICAL	-	LS	$	-	$	-
BARRICADES	-	LF	$	-	$	-
	TOTAL SPACE #47				$	-
SPACE #47a - NEWS - SPACE DELIVERED "AS-IS"						
DEMOLITION	-	LS	$	-	$	-
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING	-	LS	$	-	$	-
FIRE PROTECTION	-	LS	$	-	$	-
HVAC	-	LS	$	-	$	-
ELECTRICAL	-	LS	$	-	$	-
BARRICADES	20	LF	$	55.00	$	1,100
	TOTAL SPACE #47a				$	1,100
SPACE #48 - DINER - SPACE REMAINS "AS-IS"						
DEMOLITION	-	LS	$	-	$	-
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING	-	LS	$	-	$	-
FIRE PROTECTION	-	LS	$	-	$	-
HVAC	-	LS	$	-	$	-
ELECTRICAL	-	LS	$	-	$	-
BARRICADES	-	LF	$	-	$	-
	TOTAL SPACE #48				$	-

SPACE #49 - BAR W / FOOD - DEMO EXISTING SPACE, DRYWALL, STUB IN UTILITIES						
DEMOLITION - GUT EXISTING SPACE	1,200	SF	$	15.00	$	18,000
DEMISING WALLS - METAL STUDS & DRYWALL (2 S)	640	SF	$	12.50	$	8,000
PLUMBING - STUB IN SUPPLY & WASTE LINES	1	LS	$	4,000.00	$	4,000
FIRE PROTECTION - PROVIDE TEE & CAP	1	LS	$	1,500.00	$	1,500
HVAC - MODIFY DUCTWORK	1	LS	$	4,000.00	$	4,000
ELECTRICAL - STUB IN POWER & PHONE CONDUIT	1	LS	$	5,000.00	$	5,000
BARRICADES	90	LF	$	55.00	$	4,950
	TOTAL SPACE #49				**$**	**45,450**
SPACE #50 - SNACK KIOSK - PROVIDE STUB N UTILITIES						
DEMOLITION	-	LS	$	-	$	-
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING - ASSUME NONE NEEDED	-	LS	$	-	$	-
FIRE PROTECTION - AS-IS	-	LS	$	-	$	-
HVAC - AS-IS	-	LS	$	-	$	-
ELECTRICAL - STUB IN POWER & PHONE CONDUIT	1	LS	$	5,000.00	$	5,000
BARRICADES	-	LF	$	-	$	-
	TOTAL SPACE #50				**$**	**5,000**
	TOTAL C-1 CONCOURSE				**$**	**698,954**

C - C-2 CONCOURSE

SPACE #51 - MIAMI SUBS - SPACE REMAINS "AS-IS"						
DEMOLITION	-	LS	$	-	$	-
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING	-	LS	$	-	$	-
FIRE PROTECTION	-	LS	$	-	$	-
HVAC	-	LS	$	-	$	-
ELECTRICAL	-	LS	$	-	$	-
BARRICADES	-	LF	$	-	$	-
	TOTAL SPACE #51				$	-
SPACE #52 - NEWS - SPACE DELIVERED "AS-IS"						
DEMOLITION	-	LS	$	-	$	-
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING	-	LS	$	-	$	-
FIRE PROTECTION	-	LS	$	-	$	-
HVAC	-	LS	$	-	$	-
ELECTRICAL	-	LS	$	-	$	-
BARRICADES	40	LF	$	55.00	$	2,200
	TOTAL SPACE #52				$	2,200
SPACE #53 - BOOKSTORE - REDEMISE, STUB IN UTILITIES						
DEMOLITION - RELOCATE RMU	1	LS	$	1,000.00	$	1,000
DEMOLITION - REMOVE FRONT WALL	480	SF	$	6.00	$	2,880
DEMOLITION - REMOVE CEILG. AT DEMISING WALL	140	SF	$	10.00	$	1,400
DEMISING WALLS - METAL STUDS ONLY	1,120	SF	$	6.50	$	7,280
PLUMBING - ASSUME NONE NEEDED	-	LS	$	-	$	-
FIRE PROTECTION - PROVIDE TEE & CAP	1	LS	$	1,500.00	$	1,500
HVAC - MODIFY DUCTWORK	1	LS	$	4,000.00	$	4,000
ELECTRICAL - STUB IN POWER & PHONE CONDUIT	1	LS	$	5,000.00	$	5,000
BARRICADES	110	LF	$	55.00	$	6,050
	TOTAL SPACE #53				$	29,110
SPACE #54 - SPACE # NOT USED						
DEMOLITION	-	LS	$	-	$	-
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING	-	LS	$	-	$	-
FIRE PROTECTION	-	LS	$	-	$	-
HVAC	-	LS	$	-	$	-
ELECTRICAL	-	LS	$	-	$	-
BARRICADES	-	LF	$	-	$	-
	TOTAL SPACE #54				$	-

SPACE #55 - SPACE # NOT USED						
DEMOLITION	-	LS	$	-	$	-
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING	-	LS	$	-	$	-
FIRE PROTECTION	-	LS	$	-	$	-
HVAC	-	LS	$	-	$	-
ELECTRICAL	-	LS	$	-	$	-
BARRICADES	-	LF	$	-	$	-
	TOTAL SPACE #55				$	-
SPACE #56 - BAR W / FOOD - SPACE DELIVERED "AS-IS"						
DEMOLITION	-	LS	$	-	$	-
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING	-	LS	$	-	$	-
FIRE PROTECTION	-	LS	$	-	$	-
HVAC	-	LS	$	-	$	-
ELECTRICAL	-	LS	$	-	$	-
BARRICADES	80	LF	$	55.00	$	4,400
	TOTAL SPACE #56				$	4,400
SPACE #57 - SUNGLASS KIOSK - PROVIDE STUB IN UTILITIES						
DEMOLITION - RELOCATE CART RACK	1	LS	$	6,000.00	$	6,000
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING - ASSUME NONE NEEDED	-	LS	$	-	$	-
FIRE PROTECTION - AS-IS	-	LS	$	-	$	-
HVAC - AS-IS	-	LS	$	-	$	-
ELECTRICAL - STUB IN POWER & PHONE CONDUIT	1	LS	$	5,000.00	$	5,000
BARRICADES	-	LF	$	-	$	-
	TOTAL SPACE #57				$	11,000
SPACE #58 - SPACE # NOT USED						
DEMOLITION	-	LS	$	-	$	-
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING	-	LS	$	-	$	-
FIRE PROTECTION	-	LS	$	-	$	-
HVAC	-	LS	$	-	$	-
ELECTRICAL	-	LS	$	-	$	-
BARRICADES	-	LF	$	-	$	-
	TOTAL SPACE #58				$	-

SPACE #59 - REGIONAL THEMED GIFTS - PROVIDE STUB IN UTILITIES						
DEMOLITION - GUT EXISTING SPACE	700	SF	$	15.00	$	10,500
DEMOLITION - RELOCATE PHONES	1	LS	$	5,000.00	$	5,000
DEMISING WALLS - METAL STUDS & DRYWALL (2 S)	1,280	SF	$	12.50	$	16,000
PLUMBING - ASSUME NONE NEEDED	-	LS	$	-	$	-
FIRE PROTECTION - PROVIDE TEE & CAP	1	LS	$	1,500.00	$	1,500
HVAC - MODIFY DUCTWORK	1	LS	$	4,000.00	$	4,000
ELECTRICAL - STUB IN POWER & PHONE CONDUIT	1	LS	$	5,000.00	$	5,000
BARRICADES	80	LF	$	55.00	$	4,400
	TOTAL SPACE #59				$	46,400
SPACE #60 - SPACE # NOT USED						
DEMOLITION	-	LS	$	-	$	-
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING	-	LS	$	-	$	-
FIRE PROTECTION	-	LS	$	-	$	-
HVAC	-	LS	$	-	$	-
ELECTRICAL	-	LS	$	-	$	-
BARRICADES	-	LF	$	-	$	-
	TOTAL SPACE #60				$	-
SPACE #61 - JAKE'S COFFEEHOUSE - SPACE DELIVERED "AS-IS"						
DEMOLITION	-	LS	$	-	$	-
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING	-	LS	$	-	$	-
FIRE PROTECTION	-	LS	$	-	$	-
HVAC	-	LS	$	-	$	-
ELECTRICAL	-	LS	$	-	$	-
BARRICADES	90	LF	$	55.00	$	4,950
	TOTAL SPACE #61				$	4,950
SPACE #62 - SPACE # NOT USED						
DEMOLITION	-	LS	$	-	$	-
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING	-	LS	$	-	$	-
FIRE PROTECTION	-	LS	$	-	$	-
HVAC	-	LS	$	-	$	-
ELECTRICAL	-	LS	$	-	$	-
BARRICADES	-	LF	$	-	$	-
	TOTAL SPACE #62				$	-

SPACE #63 - SNACK KIOSK - PROVIDE STUB IN UTILITIES						
DEMOLITION	-	LS	$	-	$	-
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING - ASSUME NONE NEEDED	-	LS	$	-	$	-
FIRE PROTECTION - AS-IS	-	LS	$	-	$	-
HVAC - AS-IS	-	LS	$	-	$	-
ELECTRICAL - STUB IN POWER & PHONE CONDUIT	1	LS	$	5,000.00	$	5,000
BARRICADES	-	LF	$	-	$	-
	TOTAL SPACE #63				**$**	**5,000**
SPACE #64 - BAR W / FOOD - SPACE DELIVERED "AS-IS"						
DEMOLITION	-	LS	$	-	$	-
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING	-	LS	$	-	$	-
FIRE PROTECTION	-	LS	$	-	$	-
HVAC	-	LS	$	-	$	-
ELECTRICAL	-	LS	$	-	$	-
BARRICADES	170	LF	$	55.00	$	9,350
	TOTAL SPACE #64				**$**	**9,350**
	TOTAL C-2 CONCOURSE				**$**	**112,410**

D - EXPRESS WING-MAIN TERMINAL

SPACE #65 - NEWS & GIFTS KIOSK - RELOCATE SEATING, PROVIDE STUB IN UTILITIES						
DEMOLITION - RELOCATE SEATING	1	LS	$	7,500.00	$	7,500
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING - ASSUME NONE NEEDED	-	LS	$	-	$	-
FIRE PROTECTION - AS-IS	-	LS	$	-	$	-
HVAC - AS-IS	-	LS	$	-	$	-
ELECTRICAL - STUB IN POWER CONDUIT	1	LS	$	4,000.00	$	4,000
BARRICADES	-	LF	$	-	$	-
	TOTAL SPACE #65				**$**	**11,500**
SPACE #66 - FOOD & BEVERAGE KIOSK - PROVIDE STUB IN UTILITIES						
DEMOLITION	-	LS	$	-	$	-
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING - STUB IN SUPPLY & WASTE LINES	1	LS	$	4,000.00	$	4,000
FIRE PROTECTION - AS-IS	-	LS	$	-	$	-
HVAC - AS-IS	-	LS	$	-	$	-
ELECTRICAL - STUB IN POWER & PHONE CONDUIT	1	LS	$	5,000.00	$	5,000
BARRICADES	-	LF	$	-	$	-
	TOTAL SPACE #66				**$**	**9,000**
SPACE #67 - RETAIL KIOSK - PROVIDE STUB IN UTILITIES						
DEMOLITION	-	LS	$	-	$	-
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING - ASSUME NONE NEEDED	-	LS	$	-	$	-
FIRE PROTECTION - AS-IS	-	LS	$	-	$	-
HVAC - AS-IS	-	LS	$	-	$	-
ELECTRICAL - STUB IN POWER & PHONE CONDUIT	1	LS	$	5,000.00	$	5,000
BARRICADES	-	LF	$	-	$	-
	TOTAL SPACE #67				**$**	**5,000**
	TOTAL EXP. WING-MAIN TERM.				**$**	**25,500**

E - EXPRESS TERMINAL

SPACE #68 - FOOD & BEVERAGE - PROVIDE STUB IN UTILITIES						
DEMOLITION	-	LS	$	-	$	-
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING - STUB IN SUPPLY & WASTE LINES	1	LS	$	4,000.00	$	4,000
FIRE PROTECTION - AS-IS	-	LS	$	-	$	-
HVAC - AS IS	-	LS	$	-	$	-
ELECTRICAL - STUB IN POWER & PHONE CONDUIT	1	LS	$	5,000.00	$	5,000
BARRICADES	-	LF	$	-	$	-
	TOTAL SPACE #68				$	9,000
SPACE #69 - NEWS & GIFT - PROVIDE STUB IN UTILITIES						
DEMOLITION	-	LS	$	-	$	-
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING - ASSUME NONE NEEDED	-	LS	$	-	$	-
FIRE PROTECTION - AS-IS	-	LS	$	-	$	-
HVAC - AS IS	-	LS	$	-	$	-
ELECTRICAL - STUB IN POWER & PHONE CONDUIT	1	LS	$	5,000.00	$	5,000
BARRICADES	-	LF	$	-	$	-
	TOTAL SPACE #69				$	5,000
SPACE #69a - LIQUOR BAR - PROVIDE STUB IN UTILITIES						
DEMOLITION	-	LS	$	-	$	-
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING - STUB IN SUPPLY & WASTE LINES	1	LS	$	4,000.00	$	4,000
FIRE PROTECTION - AS-IS	-	LS	$	-	$	-
HVAC - AS IS	-	LS	$	-	$	-
ELECTRICAL - STUB IN POWER & PHONE CONDUIT	1	LS	$	5,000.00	$	5,000
BARRICADES	-	LF	$	-	$	-
	TOTAL SPACE #69a				$	9,000
SPACE #70 - FOOD & BEVERAGE - PROVIDE STUB IN UTILITIES						
DEMOLITION	-	LS	$	-	$	-
DEMISING WALLS	-	SF	$	-	$	-
PLUMBING - STUB IN SUPPLY & WASTE LINES	1	LS	$	4,000.00	$	4,000
FIRE PROTECTION - AS-IS	-	LS	$	-	$	-
HVAC - AS IS	-	LS	$	-	$	-
ELECTRICAL - STUB IN POWER & PHONE CONDUIT	1	LS	$	5,000.00	$	5,000
BARRICADES	-	LF	$	-	$	-
	TOTAL SPACE #70				$	9,000
	TOTAL EXPRESS TERMINAL				$	32,000

NEWARK INTERNATIONAL AIRPORT

TERMINAL C

PLANS: MARKED UP MERCHANDISING PLAN - 2/28/97 & TENANT PHASING PROGRAM

PREPARED BY: FRED RAYA - 4/15/97

SPACE #	GUT EXIST. SPACE	REMOVE WLL/GLSS	REMOVE CEILING	REMOVE R.U. GRILL	REMOVE UNIT	RELOCATE PHONES	WALLS/ CLGS/FLRS	PLUMB.	FIRE PROT.	HVAC	ELECT.	BARCDS/ RMU'S	$ TOTAL PER SPACE
A - MAIN TERMINAL													
1	$ -	$ 3,000	$ 400	$ -	$ -	$ -	$ 2,080	$ -	$ 1,500	$ 4,000	$ -	$ 1,650	$ 12,630
2	$ -	$ 7,500	$ 600	$ -	$ -	$ -	$ 3,120	$ -	$ 1,500	$ 4,000	$ 5,000	$ 1,650	$ 23,370
3	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,650	$ 1,650
4	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,400	$ 4,400
6	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,000	$ -	$ -	$ 4,000	$ 3,300	$ 11,300
7	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,300	$ 3,300
8	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SUB TOTAL	$ -	$ 10,500	$ 1,000	$ -	$ -	$ -	$ 5,200	$ 4,000	$ 3,000	$ 8,000	$ 9,000	$ 15,950	$ 56,650

SPACE #	GUT EXIST. SPACE	REMOVE WLL/GLSS	REMOVE CEILING	REMOVE R.U. GRILL	REMOVE UNIT	RELOCATE PHONES	WALLS/ CLGS/FLRS	PLUMB.	FIRE PROT.	HVAC	ELECT.	BARCDS/ RMU'S	$ TOTAL PER SPACE
B - C-1 CONCOURSE													
9	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,000	$ -	$ 5,000
10	$ -	$ -	$ 600	$ 3,000	$ -	$ -	$ 11,560	$ -	$ -	$ 4,000	$ -	$ 4,950	$ 24,110
11	$ -	$ -	$ 400	$ 3,000	$ -	$ -	$ 2,080	$ -	$ 1,500	$ 4,000	$ 5,000	$ 2,200	$ 18,180
12	$ -	$ -	$ 1,500	$ -	$ -	$ -	$ 7,800	$ -	$ 1,500	$ 4,000	$ -	$ 2,200	$ 17,000
13	$ -	$ -	$ 600	$ -	$ 2,500	$ -	$ 3,120	$ -	$ 1,500	$ 4,000	$ 5,000	$ 2,200	$ 18,920
14/15	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
16	$ -	$ -	$ 600	$ -	$ 35,000	$ -	$ 3,120	$ 4,000	$ 1,500	$ 4,000	$ 4,000	$ 1,650	$ 53,870
17	$ -	$ -	$ 600	$ -	$ -	$ -	$ 3,120	$ -	$ 1,500	$ 4,000	$ 2,500	$ 2,200	$ 13,920
18/19	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,850	$ 3,850
20	$ -	$ -	$ 720	$ 3,000	$ -	$ -	$ 3,744	$ -	$ 1,500	$ 4,000	$ 5,000	$ 1,650	$ 19,614
21	$ -	$ -	$ 700	$ 3,000	$ -	$ -	$ 3,640	$ -	$ 1,500	$ 4,000	$ -	$ 1,650	$ 14,490
22	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
23	$ 9,000	$ -	$ -	$ -	$ -	$ -	$ 4,680	$ 4,000	$ 1,500	$ 4,000	$ 5,000	$ 1,650	$ 29,830
24	$ -	$ -	$ 700	$ 3,000	$ -	$ -	$ 3,640	$ 4,000	$ 1,500	$ 4,000	$ 5,000	$ 3,300	$ 25,140
25	$ -	$ -	$ -	$ -	$ 30,000	$ -	$ 18,000	$ -	$ -	$ -	$ -	$ 3,300	$ 51,300
26	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,000	$ -	$ -	$ 5,000	$ 3,850	$ 12,850
27	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
28	$ -	$ -	$ 1,200	$ -	$ 30,000	$ -	$ 24,240	$ 4,000	$ 1,500	$ 4,000	$ 5,000	$ 3,850	$ 73,790
29	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,850	$ 3,850
30	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
31	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,600	$ 6,600
32	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
33a	$ 16,500	$ -	$ -	$ -	$ -	$ -	$ 4,000	$ -	$ 1,500	$ 4,000	$ 5,000	$ 1,650	$ 32,650
33b	$ 15,000	$ -	$ -	$ -	$ -	$ -	$ 2,080	$ -	$ 1,500	$ 4,000	$ 5,000	$ 2,750	$ 30,330
34	$ 18,000	$ -	$ -	$ -	$ -	$ 5,000	$ 14,680	$ -	$ 1,500	$ 4,000	$ 5,000	$ 4,950	$ 53,130
35	$ 13,500	$ -	$ -	$ -	$ -	$ -	$ 10,000	$ 4,000	$ 1,500	$ 4,000	$ 5,000	$ 6,600	$ 44,600
36	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,000	$ -	$ 5,000
37	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,300	$ 3,300
38	$ 15,000	$ -	$ -	$ -	$ -	$ -	$ 3,040	$ -	$ 1,500	$ 4,000	$ 5,000	$ 2,200	$ 30,740
39	$ 13,500	$ -	$ -	$ -	$ -	$ -	$ 3,040	$ -	$ 1,500	$ 4,000	$ -	$ 3,300	$ 25,340
40	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

SPACE #	GUT EXIST. SPACE	REMOVE WLL/GLSS	REMOVE CEILING	REMOVE R.U. GRILL	REMOVE UNIT	RELOCATE PHONES	WALLS/ CLGS/FLRS	PLUMB.	FIRE PROT.	HVAC	ELECT.	BARCDS/ RMU'S	$ TOTAL PER SPACE
B - C-1 CONCOURSE (CONTINUED)													
41	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,000	$ -	$ 5,000
42	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,000	$ -	$ 5,000
43	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,000	$ -	$ 5,000
44	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,000	$ -	$ 5,000
45	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,000	$ -	$ 5,000
46	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,000	$ -	$ 5,000
47	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
47a	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,100	$ 1,100
48	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
49	$ 18,000	$ -	$ -	$ -	$ -	$ -	$ 8,000	$ 4,000	$ 1,500	$ 4,000	$ 5,000	$ 4,950	$ 45,450
50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,000	$ -	$ 5,000
SUB TOTAL	$ 118,500	$ -	$ 7,520	$ 15,000	$ 97,500	$ 5,000	$ 133,584	$ 28,000	$ 25,500	$ 72,000	$ 116,500	$ 79,750	$ 698,954
C - C-2 CONCOURSE													
51	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
52	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,200	$ 2,200
53	$ -	$ 2,880	$ 1,400	$ -	$ 1,000	$ -	$ 7,280	$ -	$ 1,500	$ 4,000	$ 5,000	$ 6,050	$ 29,110
54	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
55	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
56	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,400	$ 4,400
57	$ -	$ -	$ -	$ -	$ 6,000	$ -	$ -	$ -	$ -	$ -	$ 5,000	$ -	$ 11,000
58	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
59	$ 10,500	$ -	$ -	$ -	$ -	$ 5,000	$ 16,000	$ -	$ 1,500	$ 4,000	$ 5,000	$ 4,400	$ 46,400
60	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
61	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,950	$ 4,950
62	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
63	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,000	$ -	$ 5,000
64	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,350	$ 9,350
SUB TOTAL	$ 10,500	$ 2,880	$ 1,400	$ -	$ 7,000	$ 5,000	$ 23,280	$ -	$ 3,000	$ 8,000	$ 20,000	$ 31,350	$ 112,410

SPACE #	GUT EXIST. SPACE	REMOVE WLL/GLSS	REMOVE CEILING	REMOVE R.U. GRILL	REMOVE UNIT	RELOCATE PHONES	WALLS/ CLGS/FLRS	PLUMB.	FIRE PROT.	HVAC	ELECT.	BARCDS/ RMU'S	$ TOTAL PER SPACE
D - EXPRESS WING - MAIN TERMINAL													
65	$ 7,500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,000	$ -	$ 11,500
66	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,000	$ -	$ -	$ 5,000	$ -	$ 9,000
67	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,000	$ -	$ 5,000
SUB TOTAL	$ 7,500	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,000	$ -	$ -	$ 14,000	$ -	$ 25,500
E - EXPRESS TERMINAL													
68	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,000	$ -	$ -	$ 5,000	$ -	$ 9,000
69	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,000	$ -	$ 5,000
69a	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,000	$ -	$ -	$ 5,000	$ -	$ 9,000
70	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,000	$ -	$ -	$ 5,000	$ -	$ 9,000
SUB TOTAL	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 12,000	$ -	$ -	$ 20,000	$ -	$ 32,000
MISCELLANEOUS RMU'S													
LOC.VARIES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 30,000	$ 30,000
SUB TOTAL	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 30,000	$ 30,000
$ TOTAL PER TRADE	$ 136,500	$ 13,380	$ 10,020	$ 15,000	$ 104,500	$ 10,000	$ 162,064	$ 48,000	$ 31,500	$ 88,000	$ 179,500	$ 157,050	$ 955,514
GENERAL CONDS. 12%	$ 16,380	$ 1,606	$ 1,202	$ 1,800	$ 12,540	$ 1,200	$ 19,448	$ 5,760	$ 3,780	$ 10,560	$ 21,540	$ 18,846	$ 114,662
GRAND TOTALS	$ 152,880	$ 14,986	$ 11,222	$ 16,800	$ 117,040	$ 11,200	$ 181,512	$ 53,760	$ 35,280	$ 98,560	$ 201,040	$ 175,896	$ 1,070,176

EXHIBIT I

MANAGER'S MONTHLY/ANNUAL CERTIFIED STATEMENT FORMS

SUBTENANT'S MONTHLY/ANNUAL CERTIFIED STATEMENT FORMS

[TO BE INSERTED AT A LATER DATE]

EXHIBIT I

NEWARK INTERNATIONAL AIRPORT - Terminal C

SUBTENANT CERTIFIED SALES & RENT STATEMENT

SUBTENANT: _____ SPACE #: _____ CONTACT: _____

YEAR: _____ LEASE #: _____ PHONE: _____

MONTH	GROSS SALES	RENT								
		Guaranteed Rent	Percentage Rent				Mrktg Fund 0.5%	Utilities	Maint. Support Charge	Total Rent
			Breakpoint	Overage	%	Rent				
Jan										
Feb										
Mar										
Apr										
May										
Jun										
Jul										
Aug										
Sep										
Oct										
Nov										
Dec										
Y-T-D										

CERTIFICATION:

Signed: _____ Date: _____

Title: _____

Newcca1

EXHIBIT I

WESTFIELD CONCESSION MANAGEMENT
NEWARK INTERNATIONAL AIRPORT - Terminal C
WESTFIELD FEE CALCULATION

GROSS SALES

Tenant	Location	Jan-99	Feb-99	Mar-99	Apr-99	May-99	Jun-99	Jul-99	Aug-99	Sep-99	Oct-99	Nov-99	Dec-99	Total
CA1 Space:														
Restaurants:														
World Links	5													0
AuBon Pain	10													0
Pub Carvery	16													0
Sbarro	27													0
Nathans	29													0
Atrium Lounge	31													0
Jakes Coffeehouse	47													0
Philly Cheese Pub	33a													0
Theme Bar 115	38&39													0
Miami Subs	51													0
Americo's	71													0
World Links	B03													0
CA One Subtenants:														
McDonalds	25													0
Everything Yogurt	28													0
Wok N'Roll	30													0
Garden State Diner	48													0
Employee Cafeteria:														
CA1 Vending														0
Marketos														0
News & Gifts:														
Successories	C1 Conc													0
Just Planes	C1 Conc													0
Last Stop News	C1 Conc													0
The Grove:														
Space #1														0
Space #2														0
News Emporium:														
Bookstore	C1 Book													0
Newsstand	C1 News													0
Sports Emporium	C1													0
Travelex:														
Mobile	Mobile													0
Counter	Counter													0
Total Gross Sales		0	0	0	0	0	0	0	0	0	0	0	0	0
WESTFIELD FEES:														
$0 to $38.0M	1.00%													0
$38.0M to $56.5M	1.75%													0
$56.5M to Over	4.00%													0
Total Westfield Fees		0	0	0	0	0	0	0	0	0	0	0	0	0

Newcca1

EXHIBIT J
MERCHANDISE PRICING REQUIREMENTS
NEWARK INTERNATIONAL AIRPORT
TERMINAL C

A. General Authority Street Pricing Policy.

The Aviation Department of the Authority requires specific pricing criteria in all concessions agreements at the three airports. In general, the Authority and Continental 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 Continental's objective to provide high customer service and optimization of financial return. The Authority's street pricing policy requires that prices charged at airports 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 in duty free goods at the region's airports be comparable to the prices charged in duty free stores other airports in the Northeastern U.S. 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. Continental requires strict adherence to the Authority's street pricing policy.

B. Comparable Locations In the Port of New York District.

1. Specialty Retail and Food & Beverage Concession Facilities. For price comparative purposes, Continental requires that the prices charged in the various types of specialty retail and food & beverage Concession Facilities permitted under the Contract and the CA One Lease shall be compared to similar specialty retail and food & beverage establishments located in the following regional malls: Garden State Plaza, Paramus, New Jersey; the Mall at Short Hills, Short Hills, New Jersey; and Newport Center, Newport, New Jersey.

2. Newsstand Concession Facilities. For price comparative purposes, Continental requires that the prices charged in the newsstand Concession Facilities permitted under the Contract and the CA One Lease for newspapers, magazines and sundries shall be compared to the following convenience store chains located in the Port of New York District: 7-Eleven and Quick-Check. For price comparative purposes, Continental requires that the prices charged in the newsstand Concession Facilities permitted under the Contract and the CA One Lease for gifts, souvenirs and novelties shall be compared to both similar gift, souvenir and novelty establishments located in the local malls referenced

in part B.1. above as well as to the local convenience store chains referenced in this part B.2.

C. **Specialty Retail and Food & Beverage Concession Facilities Pricing Requirements.**
All Subtenants' prices for all specialty retail and food & beverage products permitted to be sold under the various Permitted Use clauses in the Sublease and in the CA One Lease 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 specialty retail and food & beverage establishments located in the regional malls listed in part B. I. above. To determine fair, reasonable and comparable prices, Manager, at least once per year or more often if Continental so desires, may select five (5) comparable establishments in such local malls. Subtenants' prices on any comparable items may not exceed the average of those five (5) priced similar items.

D. **Newsstand Premises Pricing Requirements.**
All Subtenants' prices for all news and gift products permitted to be sold under the various Permitted Use clauses in the Sublease and in the CA One Lease 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 convenience store chains listed in part B.2. above and for gifts, souvenirs and novelties to those charged by comparable gift, souvenir and novelty establishments located in the local malls referenced in part B.1. above. To determine fair, reasonable and comparable prices, Manager, at least once per year or more often if Continental so desires, may select five (5) locations operated by such convenience store chains and comparable establishments in such local malls. Subtenants' prices on any specific item may not exceed the average of those five (5) priced similar items.

E. **General Pricing Requirements.**
In all portions of the Concession Facilities within the Premises for which no specific pricing requirement has been established, Subtenants shall abide by the following pricing requirements:

Subtenants shall offer for sale only goods of first-class quality. For such goods, Subtenants shall charge fair, reasonable and competitive prices. When an item has a suggested retail price premarked and established by the manufacturer or distributor, Subtenants shall not charge the public a price higher than the suggested retail premarked price without the prior written approval of Continental and the Authority, which approval shall not be unreasonably withheld. When an item has no suggested retail price or premarked price, the item shall be sold at a price as first approved by Continental and the Authority, which approval shall not be unreasonably withheld.

SUBLEASE

BETWEEN

CONTINENTAL AIRLINES, INC.

LANDLORD

AND

_____

TENANT

_____

TRADE NAME

_____

SPACE NUMBER

TERMINAL C
NEWARK INTERNATIONAL AIRPORT
NEWARK, ESSEX COUNTY, NEW JERSEY

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TERMINAL C
NEWARK INTERNATIONAL AIRPORT
SUBLEASE

THIS SUBLEASE ("Sublease") is made as of this _____ day of _____, 1999, by and between **CONTINENTAL AIRLINES, INC.**, a Delaware corporation, whose address is 1600 Smith Street, Department HQSVP, Houston, Texas 77002 ("Landlord"), and _____, a _____ corporation, whose address is _____ _____ ("Tenant").

Landlord, in consideration of the rent to be paid and the covenants to be performed by Tenant, does hereby lease unto Tenant, and Tenant hereby leases from Landlord, the premises identified on Exhibit A-2 ("Premises") which is in and part of Terminal C ("Terminal") at Newark International Airport ("Airport"). Exhibit A-1 is a general site plan of the Airport including the location of the Terminal. The Premises is known as Space No. ___ containing approximately _____ square feet of Floor Area as shown on Exhibit A-2. Following construction, the actual number of square feet of Floor Area in the Premises 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.

☐ In-Line Location ☐ Wall-Shop Location ☐ Kiosk Location

Landlord has the right to enter into this Sublease pursuant to the Agreement of Lease No. ANA-170 between the Port Authority of New York and New Jersey ("Authority") and Landlord's predecessor-in-interest dated January 11, 1985, as amended ("Terminal C Lease"). This Sublease is subject and subordinate to the Terminal C Lease, including all amendments and supplements thereto, whether entered into prior or after the date hereof, and to such other permits and documents as required by the Authority (collectively, the "Permits") including the Tenant's Agreement (as defined below) with the Authority, all of which are incorporated herein by reference. The rights and duties of Landlord with respect to the Terminal, including operation of concession facilities are governed by the Terminal C Lease and Tenant hereby agrees to comply therewith. The terms, conditions and effectiveness of this Sublease are expressly conditioned upon the prior written approval of the Authority determined in its discretion and the due execution and delivery by the Authority, Landlord and Tenant of an agreement in the exact form of Exhibit C hereto ("Agreement") or as such Agreement is otherwise required by the Authority and receipt by Tenant of any required Permits. Tenant covenants with Landlord to promptly execute and deliver such Agreement and to take any and all necessary and proper actions for the due authorization and performance thereof on a timely basis in order to be authorized by both Landlord and the Authority to open the Premises no later than the Rental Commencement Date. Tenant further covenants with Landlord not to do anything prohibited or fail to do anything required on the part of Tenant under the terms and conditions of this Sublease, the Terminal C Lease, the Permits and/or the Agreement.

DATA SHEET

The following references furnish data to be incorporated in the specified sections of this Sublease and shall be construed to incorporate all of the terms of the entire Section as set forth in this Sublease:

(1) **Section 1.02: Commencement Date and Ending Date of Term:**

Latest Rental Commencement Date: Ninety (90) days following delivery of the Premises to Tenant.

Expiration Date of Term: Fifth (5th) anniversary of the Rental Commencement Date.

(2) **Section 2.01: Minimum Annual Guaranteed Rent ("Guaranteed Rent"):**
_____ Dollars ($_____), payable in equal consecutive monthly installments of _____ Dollars ($_____), subject to annual adjustments based upon the previous Lease Year's Guaranteed Rent times the "Percentage Change In Enplanements".

(3) **Section 2.02: Percentage Rent ("Percentage Rent"):**
Percentage Rent Rate: _____ percent (___%) of all monthly Gross Receipts in excess of _____ Dollars ($_____) per Lease Month ("Monthly Breakpoint"), payable monthly. The initial annual total of the Monthly Breakpoint is $_____ ("Annual Breakpoint"). The Monthly Breakpoint and Annual Breakpoint are subject to adjustment in connection with the annual adjustments to Tenant's Guaranteed Rent.

(4) **Section 2.03: Storage Premises Rent:**
If Tenant leases Storage Premises from Landlord, Tenant shall pay to Landlord "Storage Premises Rent" calculated on a per square foot of Floor Area basis in the Storage Premises per Lease Year. The Storage Premises Rent shall be payable in equal consecutive monthly installments as more particularly set forth in the separate Storage Premises Sublease.

(5) **Section 2.04: Taxes:** From and after the Rental Commencement Date, Tenant shall pay its proportionate share of Taxes as provided in Section 2.04.

(6) **Address for Rental Payments to Landlord:** Newark International Airport, Bank of America, File #55565, Los Angeles, California 90074-5565. All Rentals payable by Tenant to Landlord hereunder shall be made payable to "Westfield Concession Management, Inc., Agent for Continental Airlines, Inc." and remitted to the above-referenced address.

(7) **Section 7.01: Permitted Use:** The sale at retail of _____
_____
_____
_____
_____
_____
_____
_____
_____and for no other use or purpose.

(8) **Section 16.01: Trade Name:** _____.

(9) **Section 2.06: Additional Rent:**

Section 8.03: Maintenance Support Reimbursement Charge: From and after the Rental Commencement Date, Tenant shall pay its proportionate share of the Maintenance Support Reimbursement Charge as provided in Section 8.03.

Section 16.03: Joint Marketing Fund: Calculated on the basis of one-half percent (.50%) of Gross Receipts per month, payable monthly, subject to adjustment.

(10) **Section 26.01: Security Deposit:**
As required by Landlord and the Authority, an amount equal to at least 3 months' Guaranteed Rent in immediately available funds, due and payable to the Authority upon Tenant's execution of the

Agreement, or, in the alternative, an irrevocable clean letter of credit in an amount not less than 100% of the initial annual Guaranteed Rent as specified in Item (2) of the Data Sheet. Such letter of credit must be in form and content as set forth in Exhibit I and issued by a commercial banking institution acceptable to the Authority and Landlord which is authorized to conduct business in the States of New Jersey or New York, to be delivered to the Authority upon Tenant's execution of the Agreement. The named beneficiary shall be the Authority, permitting the Authority to draw on such letter of credit in accordance with the terms of the Agreement.

(11) **Section 27.05: Legal Notice Addresses:**

Landlord:

Continental Airlines, Inc.
1600 Smith Street, Dept. HQSVP
Houston, Texas 77002
Attention: VP-Real Estate &
Environmental Affairs

Continental Airlines, Inc.
1600 Smith Street, Dept. HQSLG
Houston, Texas 77002
Attention: Legal Department

Tenant:

_____
_____
_____
_____

With a copy to:

_____
_____
_____
_____

With copies to:

Westfield Concession Management, Inc.
11601 Wilshire Blvd., 12th Floor
Los Angeles, California 90025
Attention: Office of Legal Counsel

Westfield Concession Management, Inc.
Newark International Airport - Terminal C
Newark, New Jersey 07114
Attention: General Manager

Tenant's Billing Address:

_____
_____
_____
Attention: _____

(12) **Disadvantaged Business Enterprises ("DBE").**

If Tenant is applying as a DBE, please check here ( ) and refer to Exhibit D. In such event, Landlord shall not allow Tenant to initially open for business in the Premises until Tenant has been completely certified as a DBE by the Authority. Tenant shall immediately take all steps necessary to obtain such certification from the Authority on or before the Rental Commencement Date. If the DBE participant is an individual or the individual is the sole owner of Tenant, the participating DBE percentage, as so certified, shall not be less than one hundred percent (100%) at all times during the Term hereof. If the DBE participant is a member/partner of a partnership with Tenant or joint venturer of a joint venture with Tenant, the participating DBE percentage, as so certified, shall not be less than _____ percent (____%) at all times during the Term hereof. Any change in the ownership structure involving the certified DBE participant must be reported in writing to Landlord and the Authority immediately and in no event later than 30 days following any such change in DBE ownership status.

ARTICLE I
GRANT AND TERM

Section 1.01 **CONDITIONS OF GRANT.** Landlord, as the Terminal's operator, and the Authority, as the Airport's operator, each have the right to make any replacements or modifications to the Terminal and/or Airport, as the case may be. Tenant acknowledges that Landlord and/or the Authority may change the shape, size, location, number and extent of the improvements generally shown on Exhibits A-1 and A-2 and eliminate or add any improvements to any portion of the Terminal and the Airport at any time without Tenant's consent. The lease of the Premises is not of the exterior walls, the floor above or below, the roof area above, the land under or adjacent, nor any adjacent space to the Premises. Landlord shall have the right to locate in any manner, install, maintain, use, repair and replace pipes, utility lines, conduits, ducts, flues, refrigerant lines, drains, sprinkler mains and valves, wires and wiring and structural elements leading through the Premises serving the Premises or any other parts of the Terminal. Landlord, to the extent possible, shall use reasonable efforts to locate 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. Tenant may, upon approval by Landlord and subject to the Authority's Tenant's Construction or Alteration Application ("TAA") process, have the right to install those utilities lines and facilities which exclusively serve the Premises in the area between Tenant's finished ceiling and the floor above, such installation to be at Tenant's sole cost and expense. Wherever the term Airport or Terminal are used, they shall be deemed to include the areas shown as such on Exhibit A-1. In the event Landlord or the Authority, as the case may be, elect to enlarge or alter either the Airport or the Terminal, Landlord may include any additional area in the definition of either Airport or Terminal for purposes of this Sublease.

Section 1.02 **COMMENCEMENT AND ENDING DATE OF TERM.** The Term shall commence on the date ("Commencement Date") of execution hereof by the parties. Tenant's obligation to pay Guaranteed Rent, Percentage Rent, Taxes and Additional Rent shall commence upon the date ("Rental Commencement Date") which is the earliest to occur of (a) the date on which Tenant opens in the Premises for business to the public, or (b) the Latest Rental Commencement Date specified in the Data Sheet. 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 payment of Rental. 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 Agreement with the Authority is terminated or otherwise revoked as provided therein. Unless otherwise approved in writing by Landlord, Tenant shall open its concession for business to the public (with all required improvements completed and the Premises fully fixtured, stocked with high quality merchandise and staffed, with Tenant prepared to engage in selling high quality merchandise and/or services as provided pursuant to Article VII) by the Rental Commencement Date. The first "Lease Year" shall be the period commencing on the Rental Commencement Date and ending on December 31 next following and thereafter, "Lease Year" shall mean a fiscal year of twelve (12) consecutive calendar months ending on December 31 of each calendar year.

Section 1.03 **LATE OPENING.** Except as otherwise provided 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 the fault of Tenant (including, but not limited to, obtaining approval from the Authority of Tenant's plans to construct the Premises and obtaining the Agreement and Permits from the Authority) and not due to delays caused directly by Landlord for failure to timely deliver the Premises, the parties agree that it is and will be impracticable and extremely difficult to determine the actual damages suffered by Landlord. The parties have agreed that in order to compensate Landlord for its loss, Tenant shall pay as Additional Rent, upon demand, the sum of $200.00 per day for each day Tenant delays its initial opening in accordance with Section 1.02 above, after and including the Latest Rental Commencement Date. This remedy shall be in addition to any and all other remedies available to Landlord in the event of such failure to open by Tenant.

Such Additional Rent shall be deemed to be in lieu of Percentage Rent only (as defined in Section 2.02) that might have been earned during the period of Tenant's failure to open. The amount has been determined based on numerous considerations including the fact that Landlord may have expended considerable sums of money and time and effort in reliance upon and based upon Tenant opening for business as required herein.

Section 1.04 **LANDLORD'S AND AUTHORITY'S CONSENT.** Tenant acknowledges that under the Terminal C Lease and the Agreement, the Authority may have the right to consent to or approve matters which are described 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 the Authority, whether or not the Authority is acting reasonably in making or refusing to make such determination. Although Landlord shall use reasonable efforts to obtain the Authority's consent or approval, 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.

ARTICLE II
RENTAL

Section 2.01 **MINIMUM ANNUAL GUARANTEED RENT.** (a) From and after the Rental Commencement Date, Tenant shall pay to Landlord as the Guaranteed Rent the sum set forth in the Data Sheet for each Lease Year during the Term in equal consecutive monthly installments in advance on or before the 1st day of each month, without prior demand or notice. Guaranteed Rent, Percentage Rent, Additional Rent and all other sums payable hereunder shall be paid to Landlord in U.S. currency or other customary commercial manner 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 1st day of a calendar month, then the Guaranteed Rent for such fractional month shall be 1/365th of the Guaranteed Rent multiplied by the number of days remaining in the month. Should any Lease Year contain less than 12 calendar months, said Guaranteed Rent shall be prorated.

(b) Effective each January 1 following the 1st anniversary of the Rental Commencement Date, Guaranteed Rent shall adjust (but in no event shall Guaranteed Rent decrease below the amount of the initial Guaranteed Rent as set forth in the Data Sheet) by an amount equal to the then current Lease Year's Guaranteed Rent times the "Percentage Change In Enplanements". Landlord, in its sole and reasonable discretion, shall calculate and determine the "Percentage Change In Enplanements" annually on a calendar year basis in accordance with customary practices generally applicable in the U. S. airline industry. Landlord shall be entitled to rely on its own information and, if applicable, information obtained from the Authority and other airline carriers, if any, which operate commercial flight activity in the Terminal. For purposes hereof, the Percentage Change In Enplanements shall generally mean an amount equal to the percentage change, whether an increase or a decrease, between the Terminal's enplaned passenger volume for 2 consecutive calendar year periods. For example, the initial calendar year period which shall be utilized by Landlord shall be the Lease Year in which the Rental Commencement Date occurs and this shall be compared to the calendar year period in which the 1st anniversary of the Rental Commencement Date occurs. Thereafter, calendar year measuring periods utilized by Landlord shall both "roll forward" to the next succeeding calendar year. Landlord, upon Tenant's written request but not more often than 1 time per Lease Year, shall provide Tenant with Landlord's published data with respect to the Terminal's enplaned passenger volume for the previous Lease Year.

Section 2.02 **PERCENTAGE RENT.** (a) In addition to Guaranteed Rent, Additional Rent and other charges set forth herein, from and after the Rental Commencement Date, Tenant shall pay to Landlord, for each month of the Term, Percentage Rent equal to the product of the Percentage Rent Rate times the amount by which Tenant's Gross Receipts (as defined below) during such month exceeds the "Monthly Breakpoint" as set forth in the Data Sheet. Each such monthly period may be referred to as a Lease Month. Tenant shall pay Percentage Rent to Landlord monthly without prior notice or demand within 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 which exceed the Monthly Breakpoint for such previous Lease Month as all of such Gross Receipts are indicated on "Tenant's Monthly Statement" (as defined in Section 3.02). Should the Rental Commencement Date occur on a day other than the 1st day of a Lease Month or should the Term expire or this Sublease be otherwise terminated on a day other than the last day of a full Lease Month, then Percentage Rent due for such partial Lease Month shall equal the product of the Percentage Rent Rate times the amount by which Tenant's Gross Receipts exceed the product obtained by multiplying the Monthly Breakpoint by a fraction, the numerator of which is the number of days in any partial Lease Month and the denominator of which is 30. Further, the Monthly Breakpoint and Annual Breakpoint shall be adjusted accordingly effective each January 1 following the 1st anniversary of the Rental Commencement Date by an appropriate amount to maintain the "natural" Monthly Breakpoint and "natural" Annual Breakpoint in comparison with the Guaranteed Rent, such adjustment to be made in connection with the annual adjustments to Guaranteed Rent pursuant to Section 2.01 (b).

(b) If, at the end of any Lease Year, the total amount of monthly installments of Percentage Rent paid for such Lease Year is less than the total amount of annual Percentage Rent required to be paid for such Lease Year (e.g., the product of the Percentage Rent rate times the amount by which Tenant's total annual Gross Receipts (as defined below) for such Lease Year exceeds the then current Annual Breakpoint), Tenant shall pay the amount of such deficiency on or before the time Tenant provides its Annual Statement (as defined in Section 3.02). If, at the end of any Lease Year, the total amount of monthly installments of Percentage Rent paid based on Gross Receipts for such Lease Year exceeds the total amount of annual Percentage Rent required to be paid for such Lease Year (e.g., the product of the Percentage Rent rate times the amount by which Tenant's total annual Gross Receipts (as defined below) for such Lease Year exceeds the then current Annual Breakpoint), as indicated in Tenant's Annual Statement, Tenant shall receive a credit equivalent to such excess, which shall be credited by Landlord to the next monthly payment(s) of Percentage Rent due from Tenant to Landlord hereunder. If at the end of the final Lease Year the total amount of Percentage Rent paid by Tenant exceeds the total amount of "annualized" Percentage Rent required to be paid by Tenant for such final Lease Year (calculated in the same manner provided hereinabove for non-final Lease Years), such excess shall be refunded to Tenant within 60 days after Tenant has vacated the Premises at the conclusion of this Sublease and the Premises are in the condition required by this Sublease, 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.

(c) 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. If Tenant fails to continuously operate its business or keep the required store hours or vacates the Premises prior to the expiration of the Term hereof, Landlord will suffer damages not readily ascertainable. Landlord shall have the right to treat any of such events as a material default and breach by Tenant hereunder and Landlord shall be entitled to all remedies provided hereunder or at law.

(d) The term "Gross Receipts" as used herein shall mean and include all monies paid or payable to Tenant, whether for cash, credit or otherwise, for sales made and services rendered at or from the Terminal or 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 Airport and other revenues of any type arising out of or in connection with Tenant's operations at the Terminal or Airport, including, without limitation: mail,

catalogue, closed circuit television, computer, other electronic or telephone orders; all deposits not refunded to or otherwise forfeited by customers; orders taken, although said orders may be filled elsewhere; the entire amount of the actual sales price and all other receipts for sales and services rendered; all insurance proceeds received due to loss of gross earnings paid under Tenant's business interruption insurance policy because of business interruptions; and the spread earned on any exchange or foreign currency transaction whether for an exchange service or for merchandise, products and/or services. A "sale" shall be deemed to have been consummated for purposes hereof, and the entire amount of the sales price shall be included in Gross Receipts and deemed received at the time of determination of the amount due for each transaction, whether for cash, credit or otherwise, and not at the time of billing or payment. Losses from "bad" checks or credit card transactions are the responsibility of Tenant and shall not be excluded from Gross Receipts. Gross Receipts shall include all such sales, revenues or receipts generated by Tenant's concessionaires, if any, or anyone else conducting business pursuant to an arrangement with Tenant and shall also include the full amount of all insurance proceeds paid on a gross earnings business interruption insurance policy to Tenant.

(e) Notwithstanding Section 2.02(d) above, Gross Receipts shall not include: (i) any sums collected for any federal, state, county and municipal sales taxes, so-called luxury taxes, use taxes, consumer excise taxes, gross receipts taxes and other similar taxes now or hereafter imposed by law upon the sale of merchandise or services but only if separately stated from the sales price and only to the extent paid by Tenant to any duly constituted governmental/taxing authority; (ii) the portion of the sales price for all merchandise returned by customers and accepted for credit to the extent of the credit actually given to the customer as well as rebates, exchanges or allowances made to customers; (iii) shipping, delivery, alteration workroom and gift wrapping charges if there is no profit to Tenant and such charges are merely an accommodation to customers; (iv) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business; (v) 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 (but specifically excluding retail display allowances or other promotional incentives received from vendors and suppliers, etc. all of which must be included within Gross Receipts); (vi) customary discounts given by Tenant on sales of merchandise or services to Tenant's employees, if separately stated, and limited in amount to not more than one percent (1%) of Tenant's Gross Receipts per Lease Month; (vii) customary discounts, not to exceed ten percent (10%), which must be given by Tenant on sales of merchandise or services to Landlord's employees, other Airport airline lessees' employees and other individuals employed at the Airport, if separately stated; (viii) gratuities for services performed by employees of Tenant which are paid by Tenant or its customers to such employees; (ix) exchange of merchandise between stores or warehouses owned by or affiliated with Tenant (where such exchange is made solely for the convenient operation of the business of Tenant and not for purposes of consummating a sale which has theretofore been made in or from the Premises and/or for the purpose of depriving Landlord of the benefit of a sale which otherwise would be made in or from the Premises); (x) 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 Premises pursuant to Tenant's record keeping system; (xi) 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; and (xii) except with respect to proceeds received for business interruptions paid on a gross earnings business interruption insurance policy as provided in Section 2.02(d) above, receipts from all other insurance proceeds received by Tenant as a result of a loss or casualty.

Section 2.03 **STORAGE PREMISES AND RENT.** If applicable, commencing on the date of actual delivery of the Storage Premises, Tenant shall pay as Additional Rent, the amount set forth in the related Support Premises Sublease and thereafter 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. Landlord has the right at any time, in its reasonable discretion, to designate alternative Storage

Premises. In the event of the relocation of the Storage Premises, Tenant shall be solely responsible for all moving and other related costs thereto. Additional Rent for the Storage Premises shall be payable in equal consecutive monthly installments in advance on or before the 1st day each month, without prior demand or notice. If delivery occurs on a date other than the 1st day of a month, the Additional Rent for the Storage Premises shall be prorated on a daily basis for any such partial month.

Section 2.04 **TENANT'S TAXES.** (a) From and after the Rental Commencement Date, Tenant shall be solely responsible for the payment of that portion of Taxes levied or assessed during or with respect to each fiscal tax year falling in whole or in part following the Rental Commencement Date, which the number of square feet of Floor Area in the Premises bears to the total number of square feet of constructed Floor Area in the Terminal. "Taxes" shall mean any and all taxes, surcharges, assessments, levies, fees and other governmental charges and impositions of every kind or nature, regular or special, direct or indirect, levied or assessed by municipal, county, state, federal or other governmental taxing or assessing authority (i) upon, against or with respect to the real estate upon which the Terminal is located and to any improvements located in the Terminal, and (ii) any other taxes which Landlord becomes obligated to pay with respect to the Terminal, irrespective of whether the same are assessed as real or personal property. Tenant, in addition to the foregoing, shall be solely responsible for the payment of any sales, income, excise and use, and gross receipts taxes, levies, betterments or assessments, fees or charges (collectively, "Additional Taxes") whether in existence on the date hereof or becoming applicable during the Term, which may be assessed against Landlord or Tenant in relation to the Premises, the use, occupancy or operation of Tenant's business in the Premises, the revenue generated therefrom, or any personal property, trade fixtures, furniture, Fixed Improvements and Operating Equipment located thereon and Tenant shall pay all of such Additional Taxes directly to the taxing authority before delinquency and before any fine, interest or penalty shall become due or otherwise imposed by law for their nonpayment. Tenant shall not be responsible for paying any inheritance, estate, succession, transfer, gift, franchise, corporation, income or net profit tax that is or may be imposed upon Landlord. To the extent that any such Taxes or Additional Taxes are the obligation of Tenant pursuant to Section 22.01, the same shall not be included in Tenant's proportionate share of Taxes pursuant to this Section 2.04. Such payments of Taxes shall constitute Additional Rent hereunder. The Taxes payable by Tenant pursuant to this Section 2.04(a), other than the Additional Taxes, which are levied or assessed for the fiscal tax year in which the Rental Commencement Date occurs and for the fiscal tax year in which the Term hereof ends shall be prorated on a daily basis. Should the State of New Jersey, County of Essex or City of Newark or any political subdivision thereof or any governmental, taxing or assessing authority, either impose a tax of any kind or nature, regular or special, direct or indirect, upon, against or with respect to the Rental or other charges payable to Landlord by Tenant or other subtenants in the Terminal, such tax shall be deemed to constitute a part of Taxes payable by Tenant hereunder and Tenant shall pay to Landlord its proportionate share thereof as reasonably determined and billed by Landlord.

(b) If any Taxes are not separately assessed against Tenant or the Premises and are assessed against Landlord, 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 Terminal and in determining Tenant's proportionate share thereof the Floor Area of the Premises as compared to the total Floor Area constructed in the Terminal shall be utilized. Tenant's proportionate share of Taxes, as reasonably determined by Landlord, shall be paid to Landlord as Additional Rent, in monthly installments on or before the 1st day of each month (or such longer period as Landlord may determine), in advance, 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 30 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 30 days after receipt of a bill from Landlord without deduction or set-off even if a tax bill is not provided by Landlord at the time of billing (Landlord agrees to provide a copy thereof to Tenant within a reasonable time after it becomes available to Landlord). Upon receipt of all tax bills pertaining to Taxes payable by Tenant, 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 tax bills or assessments. 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 30 days after receipt of an invoice from Landlord. 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 45 days after Tenant has vacated the Premises in good condition at the conclusion of this Sublease and all Rental and other sums 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 Rental and other sums remaining to be paid by Tenant to Landlord hereunder.

(c) Landlord reserves the right to contest any such Taxes and Tenant shall pay to Landlord that portion of all reasonable external costs and expenses incurred by Landlord 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 constructed in the Terminal. 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 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 the reasonable external costs incurred (including attorneys' fees, accountants, consultants and appraiser expenses, and reasonable administrative expenses), which adjustment 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 Additional Taxes.

Section 2.05 **TRASH REMOVAL.** Tenant, at its sole expense, shall at all times keep the Premises (including, without limitation, display windows and signs) orderly, neat, safe, clean and free from rubbish and dirt, and shall store all trash, garbage and other waste within the Premises or in such areas as may be designated by Landlord for such storage and shall properly dispose of the same in accordance with Landlord's and the Authority's requirements for the Terminal. Tenant shall not burn any trash or garbage at any time in or about the Terminal or the Airport.

Section 2.06 **ADDITIONAL RENT.** In addition to Guaranteed Rent and Percentage Rent hereunder, Tenant shall pay, as Additional Rent (whether or not so designated herein), 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: rent for the Storage Premises, if any (Section 2.03), Taxes (Section 2.04), Maintenance Support Reimbursement Charge (Section 8.03), Utility charges (Section 12.01), if any, and contributions to the Joint Marketing Fund (Section 16.03). 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 amounts of Guaranteed Rent, Percentage Rent and Additional Rent

(collectively "Rental") payable in a given month shall be deemed to comprise a single rental obligation of Tenant to Landlord.

Section 2.07 **LATE PAYMENT CHARGE.** If any Rentals required to be paid to Landlord hereunder is not made when such Rentals are due including as a result of any audit findings, Tenant shall pay interest on any such overdue amounts at the prime rate of interest as published in the Wall Street Journal or successor publication or the highest rate permitted by the laws of the State of New Jersey, whichever is less, commencing on the date that is 10 days following 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 5 days following the due date. 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. Either (i) the acceptance of such late payment charge by Landlord, or (ii) if Tenant pays the late payment charge but fails to pay contemporaneously therewith all unpaid amounts of Rentals due hereunder; Landlord's acceptance of this late payment charge shall not constitute a waiver of Tenant's default with respect to Tenant's nonpayment nor prevent Landlord from exercising all other rights and remedies available to Landlord under this Sublease, or at law. Tenant acknowledges that a portion of the Rental paid to Landlord hereunder is for the benefit of the Authority and therefore if Tenant fails to timely make any payments to Landlord, any late charges due and payable to the Authority shall be as set forth in the Agreement.

Section 2.08 **TENANT'S PAYMENT OBLIGATIONS.** Landlord may, at its sole discretion, apply any payments received from Tenant to any Rental which 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 Rental which has 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 Jersey. Tenant covenants to pay all Rentals hereunder independent of any obligation of Landlord. No breach of this Sublease by Landlord shall relieve Tenant of its obligation and duty to pay all such Rentals when due under the terms hereof. Except as otherwise specifically set forth herein, all Rentals shall be paid by Tenant to Landlord without set-off, deduction, demand or abatement.

ARTICLE III
RECORDS AND BOOKS OF ACCOUNT

Section 3.01 **TENANT'S RECORDS.** Tenant shall prepare and keep full, complete and accurate books and source documents, in accordance with generally accepted accounting principles consistently applied ("GAAP"), of the Gross Receipts, whether for cash, credit or otherwise, of Tenant's business at any time operated within the Premises and of the operations of each subtenant, concessionaire, licensee and/or assignee, if any, and shall require and cause all such parties (including Tenant's affiliates performing similar services within the Port of New York District) to prepare and keep books, source documents, records and accounts sufficient to substantiate those kept by Tenant ("Records"). The Records to be kept by Tenant within the Port of New York District 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 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 and any other persons conducting business from the Premises. Pertinent original sales records shall include, without limitation, a point of sale system of record keeping and such other reasonable documentation which would normally be examined by an independent accountant pursuant to GAAP in performing an audit of Tenant's sales sufficient to provide determination and verification of Gross Receipts and the exclusions and deductions therefrom. Tenant must also provide an electronic cash control

system which will provide all significant point-of-sale information reasonably satisfactory to Landlord which must include: (i) sales by general product category, if applicable; (2) sales transactions by time of day and day of week, if requested by Landlord; and (3) average sales transactions. Tenant's electronic cash control system must ensure tight cash control, have complete audit capability and include: (1) the ability to record transactions by sequential control number which can be printed on audit tape(s); (2) be capable of printing transactions on tape or receipt for customers showing time of day and day, month and year; (3) print out customer receipts showing the amount of the transaction, the amount of cash, check or credit tendered and the amount of cash or credit returned to the customer; (4) the point-of-sale device shall have a provision for non-resettable totals and access for resetting the control totals shall be reserved solely to the point-of-sale device supplier; and (5) Tenant shall be required to use point-of-sale devices and/or cash registers that are approved by Landlord, such approval not to be unreasonably withheld if they meet the foregoing requirements. Tenant's Records shall be preserved by Tenant within the Port of New York District for the period required under Tenant's Agreement with the Authority. All Records maintained pursuant hereto shall at all reasonable times, during Tenant's normal business hours after 20 days prior written notice, be open to the inspection of, and may be copied or extracted from, in whole or in part, by, Landlord, the Authority or Landlord's or the Authority's authorized representative or agent for the period required under Tenant's Agreement with the Authority. If Landlord or the Authority does not audit such Records within such retention period as required in the Agreement, those 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 a period required in the Agreement after such litigation or claims have been completed and all time limits for appeals have expired.

Section 3.02 **REPORTS BY TENANT.** Tenant shall furnish to Landlord, within 15 days after the expiration of each Lease Month, a complete statement (substantially in the form of Exhibit E attached hereto), certified by a responsible officer of Tenant, of the amount of Gross Receipts made from the Premises during such period and the amount of Percentage Rent paid ("Monthly Statement"). Tenant shall furnish to Landlord, within 60 days after the expiration of each Lease Year, a complete statement (substantially in the form of Exhibit E attached hereto), prepared and certified by a responsible officer of Tenant and certified by an independent certified public accountant ("Annual Statement") showing in reasonable detail the amount of Gross Receipts made by Tenant from the Premises during the preceding Lease Year, the payments of Guaranteed Rent, Percentage Rent and Additional Rent. Tenant shall certify in its Annual Statement that (i) such statements have been prepared in accordance with the terms of this Sublease, (ii) that all revenues derived from Tenant's activities hereunder which are required to be included in Gross Receipts under the terms of this Sublease and in accordance with GAAP have been so included, (iii) that all payments of Guaranteed Rent, Percentage Rent and Additional Rent have been made in accordance with the terms of this Sublease, and (iv) all of the foregoing statements are true, accurate and complete in all material aspects. The certification and opinion of the independent certified public accountant (who shall be subject to Landlord's reasonable approval) 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 GAAP. Notwithstanding the foregoing requirement of the certification and opinion of Tenant's independent certified public accountant ("CPA Requirement"), the CPA Requirement may be waived by Landlord, as determined in Landlord's sole discretion, if Tenant is properly certified as a DBE and continuously maintains such DBE certification or if Tenant is a public company (including subsidiaries and affiliates thereof) whose stock is traded on a nationally recognized stock exchange (including NASDAQ) and is an entity whose financial statements on a consolidated basis are audited at least annually by a nationally recognized firm of certified public accountants. Any such waiver by Landlord of the CPA requirement must be in writing and then the Annual Statement will be acceptable to Landlord, absent manifest error, if the Annual Statement is certified by the chief executive officer, chief financial officer or the principal accounting officer of the Tenant. Tenant shall require all subtenants, concessionaires, licensees

and/or assignees, if any, to furnish a similar statement. Landlord may make reasonable changes to the form of the Monthly Statement or Annual Statement from time to time upon 30 days prior notice to Tenant. If Tenant or any subtenant, concessionaire, licensee and/or assignee fails to furnish to Landlord any Monthly or Annual Statement within the time required by this Section 3.02, then Tenant shall pay within 10 days of written demand therefor by Landlord as Additional Rent, a special handling fee of $50.00 per statement per day until such statement is delivered to Landlord. This remedy shall be in addition to other remedies provided herein or by law to Landlord. To the extent permitted by law, if the Monthly Statement and Annual Statement and summaries thereof received by Landlord from Tenant, which Landlord shall submit to the Authority, requires or may contain any trade secrets, commercial or financial information that Tenant requests in writing to be kept confidential, such information shall be kept confidential by Landlord but may be nevertheless subject to disclosure by the Authority in accordance with the Authority's application of its freedom of information policies. Monthly Statements and Annual Statements prepared by Tenant pursuant to this Article III shall contain separate sections called "Analysis of Retail Operation" and shall include the following data: (1) total Gross Receipts and, if requested, Tenant shall calculate such Gross Receipts per square foot of Floor Area in the Premises and per enplaned passenger in the Terminal; (2) sales by general product category; (3) total number of transactions; (4) average dollar amount per transaction; and (5) sales time distribution (e.g. morning, afternoon, evening) if requested by Landlord.

ARTICLE IV
AUDIT

Section 4.01 **RIGHT TO EXAMINE BOOKS.** Notwithstanding the acceptance by Landlord of payments of Rentals or installments thereof, Landlord shall have the right to audit all Rentals and other charges actually due hereunder. Tenant shall make available to Landlord within 20 days following Landlord's written request for the same at a 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 in and from the Premises and the amount of all Rentals. Notwithstanding the foregoing, the Authority's inspection, examination and/or audit rights shall be as set forth in Tenant's Agreement with the Authority.

Section 4.02 **AUDIT.** Landlord may at any time upon 20 days prior written notice to Tenant, cause a complete audit to be made by an auditor or accountant (who may be a certified public accountant "CPA") selected by Landlord of the entire 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 or a concessionaire as above set forth in Article III. Tenant shall make available to Landlord's auditor at a location within the Port of New York District within 20 days following Landlord's written notice requiring such audit, all of the books, source documents, accounts, records and sales tax reports of Tenant and any of its affiliates and concessionaires which such auditor deems necessary or desirable for the purpose of making such audit. Notwithstanding the foregoing, the Authority's audit rights shall be as set forth in Tenant's Agreement with the Authority. If such audit discloses that Tenant's Gross Receipts as previously reported for the period audited were understated, Tenant shall immediately pay to Landlord the additional Percentage Rent due for the period audited together with interest at the Interest Rate from the date(s) such amount was originally due. Further, if such understatement was in excess of three percent (3%) of Tenant's actual Gross Receipts as disclosed by such audit, Tenant shall immediately pay to Landlord the reasonable and actual cost of such audit, within 30 days of an invoice therefor, and if such understatement was in excess of ten percent (10%) of Tenant's 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 Landlord's CPA or representative reasonably determines that sufficient documentation is not maintained, retained, recorded, or available in accordance with GAAP to verify Tenant's actual Gross Receipts, Tenant shall pay for the reasonable and actual cost of such audit and, in addition, should Landlord 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. If such audit shall disclose that the Records, in Landlord's reasonable determination, are inadequate to disclose such Gross Receipts in accordance with GAAP, Landlord shall be entitled to collect as Additional Rent an amount equal to five percent (5%) of the Guaranteed Rent payable by Tenant during the period in question. Notwithstanding the foregoing, the Authority's rights, remedies and penalties relating in any way to the Authority's inspection, examination and/or audit rights shall be as set forth in Tenant's Agreement with the Authority.

ARTICLE V
CONSTRUCTION OF PREMISES

Section 5.01 **CONSTRUCTION OF PREMISES.** (a) Landlord shall deliver and Tenant will take possession of the Premises in an **"AS IS", "WHERE LOCATED"** condition in existence as of the Commencement Date. All improvements to be made to the Premises shall be substantially as set forth in Exhibit B, the Tenant Design Criteria and Handbook and pursuant to the Authority's Tenant's Design Guidelines and TAA process and any other requirements required by Landlord and the Authority. Tenant shall construct and install all of its improvements (including both Fixed Improvements and Operating Equipment) to the Premises so that the Premises will provide attractive, well-designed concession facilities that promote the marketing of merchandise, products and/or services and present a positive image to the Terminal's users. Each of the parties hereto shall perform the obligations imposed upon such party in Exhibit B, the Tenant Design Criteria and Handbook and the TAA process at the times and in the manner therein provided. It is understood and agreed by Tenant that any non-material changes from any plans and specifications covering Landlord's Work (if any), as described in Exhibit B, shall not affect, change or invalidate this Sublease. In the event of an ambiguity or conflict between the construction-related provisions contained in this Article V, Exhibit B, the Tenant Design Criteria and Handbook and the Authority's TAA process, the Authority's TAA process shall control over any such construction-related provisions.

(b) Within 20 days of the Commencement Date, Tenant, at its expense, shall submit its conceptual drawings and plans ("Conceptual Plans") for approval by Landlord and the Authority, such approval to be determined in their respective discretion. Once the Conceptual Plans are so approved, Tenant shall, at its expense, prepare final drawings and specifications ("Final Drawings") no later than 30 days or such shorter period of time in order for Tenant to complete Tenant's Work and open the Premises for business to the public no later than the Rental Commencement Date. The Final Drawings shall be based upon the approved Conceptual Plans meeting the requirements set forth in this Sublease and the documents referenced herein and shall be submitted for the approval of Landlord and the Authority pursuant to the TAA process. Landlord and the Authority shall have the right to approve or disapprove the Final Drawings as determined in their absolute discretion. In the event of disapproval, Tenant shall immediately revise the Final Drawings and shall promptly and continually re-submit them for approval of Landlord and the Authority until such approval is obtained. Tenant's failure to furnish the Conceptual Plans and Final Drawings within the time frames set forth herein and in the form required by this Sublease, Exhibit B and the documents referenced therein, or failure to perform any other obligation under this Section, Exhibit B and the TAA process, shall

constitute a default by Tenant hereunder, which shall entitle Landlord to all remedies set forth in Article XIX. 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 Conceptual Plans and Final Drawings, including any revisions required thereto within 30 days from the dates required, Landlord may at its option, terminate this Sublease upon 24 hours 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 except for payment of any of Tenant's Rental obligations to Landlord accrued prior to the effective date of any such termination. No deviation from the Final Drawings, once approved by Landlord and the Authority (and once so approved they are incorporated into this Sublease by reference herein), except minor deviations required due to existing field conditions, shall be made by Tenant without Landlord's and the Authority's prior written consent. Approval of the Conceptual Plans and Final Drawings by Landlord or the Authority shall not constitute any representation or warranty or the assumption of any responsibility or any liability by Landlord or the Authority for their accuracy, efficacy or sufficiency and Tenant shall be solely responsible for such items. Any occupancy of the Premises by Tenant prior to the Rental Commencement Date shall be solely for the purpose of inspection, measurement and obtaining information necessary to prepare Conceptual Plans and Final Drawings and to construct its leasehold and Fixed Improvements and install its Operating Equipment, and shall be subject to all terms and conditions applicable to such entry prior to the Rental Commencement Date pursuant to Section 1.02. Storefront barricades, reasonably acceptable to Landlord, attractively screening the Premises from view during construction shall be erected and maintained by Tenant in accordance with the Authority's TAA process 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 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) After receipt of all approvals of the Final Drawings, Tenant shall immediately apply for and diligently pursue, at Tenant's expense, any and all Permits required under the TAA process necessary to perform Tenant's Work. If Tenant has proceeded with due diligence and used its best efforts to obtain all necessary Permits but has failed to obtain the same (and such failure cannot be cured by the making of any reasonable changes to the Final Drawings which would permit Tenant to proceed with Tenant's Work, Tenant shall notify Landlord and Landlord shall have the right, but not the obligation, and at Tenant's sole cost and expense, to attempt to obtain any such permits for the benefit of Tenant. If Landlord has not succeeded in obtaining such Permits within 90 days (or such shorter period for Tenant to open by the Rental Commencement Date) or if Landlord elects not to pursue obtaining the Permits for the benefit of Tenant, Landlord may, at its option, terminate this Sublease upon 24 hours notice to Tenant and this Sublease shall terminate on the date specified in such notice and thereafter neither party shall have any further obligations to the other party except for the payment of any of Tenant's Rental obligations to Landlord accrued prior to the effective date of any such termination. Tenant, at its expense, shall construct, equip and complete the Fixed Improvements and install its Operating Equipment proceeding at all times with due diligence and in a good and workmanlike manner under the supervision of a New Jersey licensed architect or engineer in accordance with all applicable legal and code requirements, Tenant's Agreement with the Authority, the TAA process and the Permits in order to complete the same and open the Premises for business to the public no later than the Rental Commencement Date. All such construction shall be completed free and clear of all liens, encumbrances and security instruments. If any mechanics', materialmens' or other lien is filed against the Premises, the Terminal, the Airport or any interest in this Sublease or the Terminal C Lease as a result of any work or act of Tenant, Tenant shall fully and completely discharge the lien and have it released of record by payment or posting a bond within 20 days after the filing thereof. If Tenant fails to discharge and have the lien from record as provided above, Landlord or the Authority may, at their respective option, bond or pay the lien or claim for the account of Tenant without inquiring into the validity thereof and Tenant shall, within 30 days after notice, completely reimburse Landlord or the Authority for any funds so spent to bond or pay the lien or claim. The term "Fixed Improvements" shall mean any addition, alteration,

annexation or improvement which shall become affixed to the Premises which cannot be removed, modified or changed without damage to, or destruction of, either itself or any portion of the Premises. "Operating Equipment" shall mean any removable trade furniture, furnishings, equipment and fixtures that are fabricated, furnished and installed by Tenant and used in its operations in the Premises, but does not include Fixed Improvements nor any displays or decorations that are of a seasonal or temporary promotional nature.

(d) All contracts and subcontracts for the performance of Tenant's Work shall require (1) that all contractors and subcontractors provide labor that can work in harmony with other labor employed or to be employed at the Airport in accordance with this Sublease and Tenant's Agreement with the Authority, properly bonded and badged for Airport security purposes; (2) insurance coverage and suretyship reasonably satisfactory to Landlord; (3) that all contractors and subcontractors comply with all of the requirements of this Sublease, the TAA process, all applicable Permits, Tenant's Agreement with the Authority and/or as otherwise required by code or the Authority; (4) in the case of Fixed Improvements, performance and payment bonds from Tenant or its contractor, in form and substance reasonably satisfactory to Landlord, each of which shall name Landlord and the Authority as an additional obligee and aggregating in the penal sum equal to all of Tenant's construction contracts.

Section 5.02 **OCCUPANCY PERMITS AND OTHER DOCUMENTS.** Within 20 days after Tenant's opening for business in the Premises, Tenant shall deliver to Landlord 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 form as Landlord shall have reasonably approved and an architect's certification that the Premises have been constructed in accordance with the approved Final Drawings and are fully complete in accordance with all of such requirements specified or referenced herein. Further, Tenant shall also deliver to Landlord a copy of the Authority's Permit to Occupy and Use with respect to the Premises within 20 days after issuance thereof by the Authority. Within 90 days after Tenant's opening for business in the Premises, Tenant shall deliver to Landlord (i) final and complete sets of "as-built" Final Drawings and Computer Aided Drafting and Design ("CADD") drawings, duly certified by a registered architect or registered engineer licensed in the State of New Jersey; and (ii) statements of the total construction costs incurred by Tenant which is certified by a responsible officer of Tenant as correct together with copies of all supporting documentation required by Landlord or the Authority under Tenant's Agreement with the Authority. If Tenant shall fail to provide any of the same within such 90 day period, Tenant shall pay to Landlord as Additional Rent, within 10 days after demand, the sum of $50.00 per day for each day that such certified drawings, construction costs and required documents have not been delivered to Landlord within such period of time. If such failure shall continue for a period exceeding 6 months after Tenant's opening for business in the Premises, such shall be a material default by Tenant hereunder entitling Landlord to all remedies available to it hereunder or at law.

Section 5.03 **CONDITION OF PREMISES.** Except as otherwise specifically provided herein (including, without limitation, in Exhibit B), Tenant hereby agrees that upon delivery of possession of the Premises to Tenant, Tenant shall accept such delivery of possession of the Premises in its then existing **"AS IS"** condition, and Tenant acknowledges (i) that Tenant shall have inspected the Premises and shall be fully aware of the condition of the Premises as of delivery of possession; (ii) that Landlord shall have no obligation to improve or alter the Premises for the benefit of Tenant other than to complete any remaining portion of Landlord's Work, if any, under Exhibit B; (iii) that, except as may be expressly provided herein, neither Landlord nor any of Landlord's employees, agents, representatives, contractors nor brokers has made any representation or warranty of any kind respecting (a) the condition of the Premises, and/or the Terminal, (b) the suitability thereof for Tenant's permitted use or the conduct of Tenant's business, or (c) occupancy or operation within the Terminal by any other airline, person or entity including forecasted or estimated enplaned passenger volume in the Terminal. 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 called for hereunder, subject to all field conditions existing at the time of delivery of possession. In no event shall Landlord or the Authority be liable for damages or otherwise as a result of any failure to make the Premises available within the time and/or in the condition provided herein and no such failure shall permit Tenant to rescind or terminate this Sublease or Tenant's Agreement with the Authority.

Section 5.04 **ULTIMATE RENTAL COMMENCEMENT DATE.** Notwithstanding anything to the contrary contained herein, if for any reason whatsoever (excluding, without limitation, force majeure), the Rental Commencement Date shall not have commenced prior to such date as shall be one (1) year from the Commencement Date or such longer period of time as Landlord may approve in writing to Tenant, then, at Landlord's option, this Sublease shall be automatically terminated without further act of either party hereto and each of the parties hereto shall be released from any further obligation hereunder.

ARTICLE VI
ALTERATIONS, CHANGES AND ADDITIONS

Section 6.01 **ALTERATIONS BY TENANT.** Tenant shall not make or cause to be made any alterations, additions or improvements to the Premises (for example, but without limiting the generality of the foregoing, Tenant shall not install or cause to be installed any signs, floor covering, interior or exterior lighting, plumbing fixtures, shades, canopies, awnings, electronic detection devices, antennas, mechanical, electrical or sprinkler systems, or make any changes to the storefront or the general appearance of the Premises), without the prior written approval of Landlord and the Authority pursuant to the TAA process. Tenant, with the prior written approval of Landlord, may make such voluntary alterations, additions and improvements to the interior of the Premises provided: (a) the same are cosmetic and not structural in nature, do not affect a utility system, the storefront or storefront sign and are not inconsistent with the Final Drawings approved by Landlord and the Authority; (b) that Tenant complies with the provisions concerning contractors, labor relations, reporting of costs and insurance and bonds, the provisions of Exhibit B and the Tenant Design Criteria and Handbook; (c) that after Tenant has obtained Landlord's approval, Tenant shall submit to Landlord 15 days written notice prior to undertaking any of the foregoing together with a schedule of the commencement and completion dates of the work; and (d) Tenant shall comply with the TAA process. Tenant shall present to Landlord, Final Drawings for all alterations, additions or improvements, voluntary or otherwise, at the time approval is sought, in accordance with criteria and procedures as provided in Exhibit B, the Tenant Design Criteria and Handbook and the TAA process. Notwithstanding anything to the contrary contained herein, no such alterations, additions or improvements by Tenant hereunder shall be included in "Cost of Fixed Improvements", it being expressly understood that any of the foregoing shall be at Tenant's sole cost and expense and not subject to any reimbursement or buy-out provisions in favor of Tenant hereunder.

Section 6.02 **REMOVAL BY TENANT.** All Fixed Improvements and any alterations thereto made by Tenant shall be deemed to have attached to the Premises and title shall immediately be deemed vested in the Authority or the City of Newark in accordance with the Terminal C Lease and the Authority's lease with the City of Newark. Upon the expiration or earlier termination of this Sublease, Tenant shall not remove any of such Fixed Improvements; provided, however, that Operating Equipment installed by Tenant and not permanently affixed to the Premises shall remain the property of Tenant and may be removed throughout the Term hereof or upon expiration or earlier termination of the Term hereof if all Rental and other charges due hereunder are paid in full and Tenant is not otherwise then in default of any of the covenants, terms or provisions of this Sublease; provided that Tenant immediately repairs any damage caused by such removal. Under no circumstances shall Fixed Improvements be demolished or removed except with the prior written consent of Landlord and the Authority. If Tenant shall fail to remove any of its

personal property and Operating Equipment, Landlord, the Authority or any designee may, at their option, retain either any or all of such property, and title thereto shall thereupon vest in Landlord, the Authority or any designee without compensation to Tenant; or any of such entities may remove all or any portion of the property from the Premises and dispose of the property in any manner, without compensation to Tenant. In the latter event, Tenant shall, upon demand, pay to Landlord for itself or for the benefit of the Authority, the reasonable and actual expense of such removal and disposition and the repair of any damage to the Premises resulting from or caused by such removal. Tenant shall, at its expense, execute all documents requested and deemed necessary by the Authority to evidence the title to any Fixed Improvements. The obligations contained in this Section 6.02 shall survive the expiration or earlier termination of this Sublease.

Section 6.03 **CHANGES AND ADDITIONS.** Landlord (consistent with the Terminal C Lease) and the Authority reserve the right at any time, and from time to time, to make extensive alterations to, and to build additional stories on, the Terminal and to construct other buildings and improvements in the Airport, including any extensive modifications of the public areas in connection therewith, to enlarge or reduce the Terminal, to add decks or elevated parking facilities, and to sell or lease any part of the land comprising the Airport, for the extensive construction thereon of a building or buildings which may or may not be part of the Airport. Landlord (consistent with the Terminal C Lease) and the Authority reserve the right at any time to relocate, reduce, enlarge, or reconfigure the Terminal, the Airport, parking areas and other public areas shown on Exhibits A-1 and A-2. Tenant agrees to accommodate and cooperate with Landlord and the Authority in such matters, even though Tenant's own operations may be inconvenienced or impaired thereby and Tenant agrees that no liability shall attach to either Landlord or the Authority (including their respective agents, commissioners, contractors, directors, employees, officers and subcontractors) by reason of such inconvenience or impairment and Tenant hereby waives any and all claims for damages and other consideration by reason of such inconvenience or impairment. Landlord and the Authority shall use reasonable efforts not to materially inconvenience Tenant or materially impair Tenant's operations and Landlord shall give reasonable notice to Tenant of any such construction, repair or related activity. Consistent with the Terminal C Lease, Landlord shall have the exclusive right to use all or any part of the roof of the Terminal for any purpose; to erect additional stories or other structures over all or any part of the Premises; to erect in connection with the construction thereof temporary scaffolds and other aids to construction on the exterior of the Premises, provided that access to the Premises shall not be materially impaired; and to install, maintain, use, repair and replace within the Premises pipes, ducts, conduits, wires and all other mechanical equipment serving other parts of the Terminal, the same to be in locations as will not unreasonably deny Tenant's use thereof. Landlord may make any use it desires of the side or rear walls of the Premises (including, without limitation, freestanding columns and footings for all columns) and Landlord, at its expense, shall repair all damage to the Premises resulting from any work related to such use.

Section 6.04 **RELOCATION, EXPANSION, CONTRACTION OR TERMINATION.** (a) At any time during the Term hereof, due to the nature of the Airport and airline industries in general, it may be necessary to relocate the Premises, expand or reduce all or any part of the Premises or obtain possession of the Premises if Landlord determines such action to be necessary for airline operational and/or airport operational considerations (e.g. the operation of non-concession services in the Terminal, the operation of non-concession services for any airline or Airport operations in the Terminal or due to public health or safety issues relating to the operation of the Terminal). For purposes hereof, relocation is defined as Landlord's decision to terminate possession of an existing Premises and, to the extent reasonably possible, provide a reasonably comparable space for the substitute Premises in terms of size, location, relation to airline gates and exposure to the Terminal's users' pedestrian traffic flow patterns (particularly enplaned passengers) within the Terminal. Reduction of the Premises includes, but is not limited to, the movement of walls of the Premises or any other action which reduces the retail sales Floor Area of the Premises and expansion of the Premises includes, but is not limited to, the movement of walls of the Premises or any other action which increases the retail sales Floor Area of the Premises. Landlord hereby reserves the right at any

time following the Commencement Date to take such action in the Terminal as described above as the Terminal may be altered from time to time. In the event Landlord elects to exercise any such rights as Landlord deems necessary or desirable, it shall use diligent efforts to advise Tenant by 60 days prior written notice and Tenant hereby agrees to be bound by such election and to execute; upon receipt from Landlord, whatever amendments or other instruments as may be necessary to correctly reflect the foregoing. If the Premises are relocated, reduced to a size reflecting a 20% or greater decrease in the retail sales Floor Area or expanded to a size reflecting a 20% or greater increase in the retail sales Floor Area, the parties agree to negotiate in good faith on a commercially reasonable basis with respect to an equitable adjustment to Guaranteed Rent and corresponding adjustment to the Monthly Breakpoint for Percentage Rent, if applicable under the circumstances. Any such relocation, reduction or expansion of the Premises shall be accomplished, with Tenant's complete cooperation, as expeditiously as is reasonable under the circumstances but in no event later than the date specified by Landlord to ensure the proper and efficient operation of the Terminal. From and after the Commencement Date, in the event any such relocation or reduction occurs after the Premises have been constructed and opened for business to the public, Landlord agrees to reimburse Tenant for the reasonable and proper costs of renovating the relocated and/or reduced Premises (in accordance with Final Drawings and total renovation costs approved by Landlord and the Authority) so that the same are reasonably comparable to the original Premises. Landlord also agrees to reimburse Tenant for the reasonable and proper costs of moving Tenant's Operating Equipment and exterior storefront signage. Tenant shall be responsible for any and all other costs involved. Neither Landlord nor the Authority shall have any liability for such relocation, change in size or the closing of the Premises other than as specifically set forth in this Section 6.04(a) and Tenant hereby waives any such claims, including, without limitation, claims for lost business opportunity, claims for lost profits and claims for relocation benefits under Federal and any state law. If Tenant is unable to operate its business in the Premises or any portion thereof as a result of the exercise of any of Landlord's rights, Tenant's payment of Guaranteed Rent shall be abated during the period which Tenant is unable to operate. If Tenant, during any relocation, wants to operate from temporary mobile carts, if available, Landlord and the Authority must approve in advance and in writing all aspects (including size, location, design, duration of occupancy and merchandise displayed for sale) of any temporary mobile carts desired to be operated by Tenant. Notwithstanding the foregoing, if Landlord desires to relocate Tenant to a substitute Premises as provided in this Section 6.04(a) above, Tenant shall have the right, in its sole discretion, to terminate this Sublease within 30 days after receipt of Landlord's relocation notice, and such termination shall be effective at the expiration of the 60 day period referenced above or such later date as may be reasonably determined by Landlord.

(b) In the event Landlord in its sole judgment believes it desirable for Landlord to obtain possession of the Premises, Landlord, upon 90 days prior notice in writing to Tenant, may terminate this Sublease. In the event of such termination, within 30 days following the date that Tenant shall have vacated the Premises, paid all Rentals and performed all other accrued obligations hereunder through to the effective date of such termination, Landlord shall pay to Tenant a sum equal to net book value of "Cost of Fixed Improvements". In addition to Landlord's termination rights set forth in the immediately preceding sentence, if Landlord exercises its rights under the applicable provisions of the Terminal C Lease to terminate the Terminal C Lease (or to terminate the month-to-month tenancy if previously converted pursuant to Section 88 of the Terminal C Lease) or if Landlord's leasehold interest is terminated by the Authority in accordance with the Authority's rights under the Terminal C Lease, then, in either such event, at the option of the Authority and Landlord: (1) this Sublease shall be assigned by Landlord to the Authority or its designee and this Sublease shall remain in full force and effect in accordance with the terms contained herein and Tenant shall not have any approval or rejection rights with respect to any such assignment; or (2) this Sublease shall be terminated, with the effective date of such termination as reasonably determined by Landlord and thereafter neither party shall have any further obligations or liabilities to the other party except for: (1) 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; and (2) Landlord shall pay to Tenant, within 30 days following the date that Tenant shall have vacated the Premises,

paid all Rentals and performed all other accrued obligations under this Sublease through the effective date of such termination, a sum equal to the net book value of "Cost of Fixed Improvements". Within 90 days after Tenant's completion of construction of the Premises, Tenant shall furnish to Landlord such information as Landlord may reasonably require in connection with the determination of such costs. At a minimum, such cost information shall include copies of all contracts, copies of all invoices for the work which clearly identified the work completed and copies of all canceled checks for payment, all of which shall be evidenced by a certificate from Tenant. In order to obtain any funds from Landlord, at a minimum, Tenant must furnish to Landlord on a timely basis, and provide copies to the Authority, all such relevant information concerning the net book value of the "Cost of Fixed Improvements". The following will be considered the net book value of the "Cost of Fixed Improvements":

(1) The unamortized balance of reasonable amounts paid by the Tenant for the construction and installation of Fixed Improvements upon the Premises.

(2) The unamortized balance of reasonable amounts paid by the Tenant to extend utility lines into the Premises.

(3) The unamortized balance of reasonable sums paid to external architects, engineers, surveyors, and construction managers in connection with the design, development and construction of Fixed Improvements upon the Premises.

Such payment shall be in lieu of any claims, causes of actions, suits, or damages that Tenant may have as a result of its use and occupancy of the Premises, including, without limitation, any and all rights and/or awards under any applicable Federal or state law. Landlord reserves the right to audit documentation of all Cost of Fixed Improvements for the same period that the Authority is permitted to audit such documentation as specified in Tenant's Agreement with the Authority. Tenant must cooperate in such an audit and provide other supporting cost documentation (including books, records, documents and other evidence and accounting procedures and practices sufficient to reflect properly all construction costs claimed to have been incurred in performing Tenant's Work) upon request within 15 days after notice from Landlord. If Landlord disagrees with the Tenant's determination of: (i) Cost of Fixed Improvements, or (ii) the reasonableness of the cost of the item, or (iii) if supporting cost documentation is not sufficient, Landlord shall notify the Tenant in writing. Tenant shall have 15 days following receipt of Landlord's notice in which to respond or provide any additional information. After consideration of any response or additional information provided, Landlord will make a reasonable final determination as to whether or not the construction costs will qualify as Cost of Fixed Improvements and will be paid. For purposes of this Sublease, the Tenant's Cost of Fixed Improvements shall be amortized by Tenant, depreciated monthly, using the straight-line method, over a period not to exceed the balance of the Term of this Sublease or the useful life of each Fixed Improvement, whichever period is shorter and the foregoing shall take into consideration the effect of accelerated amortization, if any, granted to or taken by Tenant on its books or otherwise under the provisions of Section 168(a) of Title 26 USCA or similar legislation hereafter enacted. In addition to the foregoing, Tenant understands and agrees that the Authority shall have the right to revoke Tenant's Agreement with the Authority, without cause, at any time on 30 days written notice, which notice must be concurred in and jointly subscribed by the Authority and Landlord and upon any such revocation, this Sublease shall be automatically terminated. Upon the early termination of this Sublease by Landlord (or revocation of the Agreement) as provided in this Section 6.04(b), other than by reason of Tenant's default, Tenant shall be entitled to be reimbursed by Landlord for any unamortized investment in Fixed Improvements to the nearest full month as established by its amortization period for Cost of Fixed Improvements. Tenant acknowledges the right of the Authority to the same examination, audit and reproduction rights granted to Landlord in this Section 6.04 or confirmed elsewhere herein.

(c) If Tenant elects to terminate this Sublease as provided in Section 6.04(a) 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 the Authority have any obligation to Tenant, nor shall Tenant be entitled to any payment from either Landlord or any other third party including the Authority for the net book value of the Cost of Fixed Improvements or any other sums if Tenant so elects to terminate this Sublease.

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 of selling only those items of merchandise and/or providing services 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 reasonably determines that any item displayed, offered for sale or sold by Tenant is objectionable or inappropriate for display or sale at the Terminal and/or Airport, Tenant shall, within 2 days after delivery of Landlord's written notice to the Premises, immediately remove such item from display and its inventory and Tenant shall not thereafter display, offer for sale or sell any such objectionable or inappropriate item. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business or other activity conducted in the Premises, or if a failure to procure such a license or permit might or would in any way adversely affect Landlord, the Authority, the Terminal and/or Airport, then Tenant, at Tenant's expense, shall duly procure and thereafter maintain such license or permit and submit the same for inspection by Landlord. Tenant, at its expense, shall at all times comply with the requirements of each such license or permit.

Section 7.02 **OPERATION OF BUSINESS.** (a) Tenant agrees to be open for business and to continuously and uninterruptedly operate in all of the Premises during the entire Term following the Rental Commencement Date, to actively and diligently conduct its business at all times in a first class and reputable manner, making every reasonable and lawful effort to develop, maintain and increase Tenant's business, using best efforts to achieve maximum sales volumes, customer satisfaction and maintaining at all times a complete stock of high quality merchandise. Tenant shall maintain a sufficient number of personnel to service customers. All such personnel shall be knowledgeable, helpful to Terminal users, 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 name tags (or security badges, if required) 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/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 also agrees not to divert or allow or cause to be diverted any business from the Terminal and/or Airport. Tenant agrees to accept at least 2 nationally recognized credit cards for payment of purchases made at the Premises and Tenant shall offer all of its customers shipping of purchased products and gift wrap services (if appropriate for the type and size of merchandise being requested to be gift wrapped) at cost. Tenant shall not abandon or permanently vacate the Premises without the prior, advance written approval of Landlord. For purposes hereof, "abandonment" shall mean closing the Premises to retail trade for 5 or more consecutive days, unless other provisions hereof permit such closing. Tenant shall install and maintain at all times a display of merchandise in the display windows, if any, as required herein and shall keep the display windows well lighted. Tenant shall be obligated to be open for business and to operate continuously during all hours established as Terminal retail concession business hours. Tenant understands and agrees that its operation hereunder is a service to airline customers and the users of the Terminal and the Airport. Notwithstanding the requirements set forth herein, Landlord shall have the right to make reasonable

objections to the number or quality of sales staff used by Tenant, the prices for merchandise sold or services rendered, the number or quality of articles 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. If Tenant fails to comply with any of the provisions of this Section 7.02(a), then Tenant shall pay, within 5 days after notice thereof and failure to cure the same, Additional Rent in the amount of $100.00 per day until such time as Tenant is in compliance with this Section 7.02(a). This remedy shall be in addition to any and all other remedies provided herein or by law to Landlord. Failure by Tenant to be open for business and to operate shall entitle Landlord, in addition to other remedies provided in this Section 7.02, this Sublease or by law, to mandatory injunctive relief if awarded by a court of competent jurisdiction. Without limiting the generality of the foregoing, Landlord shall be the sole judge of which hours and days shall be Terminal retail concession business hours and days.

(b) Tenant, at its expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations, applicable business licenses and requirements of Landlord and the Authority and all governmental authorities having jurisdiction affecting or applicable to 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, shall necessitate changes or improvements (other than structural changes or structural improvements) and/or interfere with the use and enjoyment of the Premises. Tenant shall promptly correct any deficiencies reported by Landlord, the Authority and all other governmental authorities having 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 law, ordinance, order, rule, regulation 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 and the Authority and all 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. 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 operated or vending machines or pay telephones in the Premises, including, but not limited to, rental of cellular phones, facsimile machines and other public communication devices, sales of entertainment event tickets and lottery tickets and reservations for ground transportation, hotels or other lodging. Tenant shall not sell or display any merchandise except within the areas outlined in the Tenant Design Criteria and Handbook unless such sale or display shall be expressly approved on the Final Drawings or otherwise approved by Landlord, in writing, 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 and sale or merchandise, products or services in any areas outside of 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 goods and merchandise for the Premises, and all removal of merchandise, 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 merchandise 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 for such disposal of all trash and debris from the Premises. Tenant shall not use or permit the use of any portion of the Premises for any unlawful purposes or, except as specifically permitted in Section 7.01. 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. Tenant, at its sole cost and expense, shall contract directly with a

pest control service reasonably acceptable to Landlord at such intervals as Landlord may require. If Tenant shall fail to comply with any of the provisions of this Section 7.02(b), then Tenant shall pay, within 10 days of demand therefor by Landlord, Additional Rent in the amount of $100.00 per day until such time as Tenant is in compliance. This remedy shall be in addition to any and all other remedies provided in this Sublease or by law to Landlord.

(c) Tenant acknowledges that although it is subleasing the Premises directly from Landlord, the Authority controls the overall operations at the Airport and has the right, pursuant to the Terminal C Lease, the Agreement and state and Federal laws and regulations, including the Authority's rules and regulations, to regulate and control certain aspects of Tenant's operations at the Premises including but not limited to the matters listed below in this Section 7.02(c):

(i) The Authority has the right to control the hours of operation of all retail concessions at the Terminal including the hours of operation of Tenant. The hours of operation of retail concessions such as Tenant's operation are at a minimum from 7:00 AM to 10:00 PM, local time, 7 days a week, 365 days a year or other hours necessary to service the earliest daily incoming and outgoing flights and the latest daily incoming and outgoing flights except as may otherwise be approved in writing by Landlord. These hours of operation are subject to permanent modification at the sole discretion of Landlord upon 15 days advance notice to Tenant (if Landlord determines that passenger traffic conditions, flight scheduling, flight delays or other considerations make it necessary, in the reasonable opinion of Landlord, services shall be available at times not then scheduled). For tenants' whose Permitted Use authorizes the primary sale of news and sundries items, the hours of operation for news and/or news and sundries concessions shall be a minimum of 16 hours each day, 7 days a week, 365 days a year with the opening for business each day at least 30 minutes before the departure time of the earliest scheduled commercial flight and with the closing for business each day not less than 30 minutes after the departure time of the latest scheduled commercial flight. 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 hours of operation as set by Landlord. Tenant shall assure that a local representative of Tenant is available, by telephone, on a 24 hour per day, 7 day per week, basis in case of emergencies and Tenant shall notify Landlord of the name and telephone number of such representative and shall update such information promptly as necessary.

(ii) The Authority and Landlord require (and Tenant acknowledges that the Authority has the legal right to so require) that Tenant provide to customers high quality products and competitively price all products sold from the Premises such that the retail prices are the same as or are comparable to average "street" prices for comparable brands sold by retailers in the Port of New York District so that customers do not expect to pay more for products and services in the Terminal than they would for average prices in locations outside the Terminal. Tenant agrees to adjust its prices to ensure that they meet the "street" pricing criteria in accordance with the Authority's pricing policy and enforcement guidelines 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 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 H. Further, for the benefit of the users of the Terminal, Landlord has the right 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, and under no circumstances shall Tenant or any other subtenants of Landlord within the Terminal receive any type of "exclusives" or protection related thereto.

(iii) 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: (a) hours of operation, (b) employee parking and security requirements, (c) customer inquiries and complaints, (d) facility maintenance issues, (e) utility services, and (f) staffing issues.

(iv) To ensure that Tenant is in compliance with the quality of products, pricing and service standards set forth in this Section 7.02(c), and the Authority's objectives are met, Landlord, the Authority or an agent of either thereof may perform service audits, such as "surprise shopper programs," of the conduct of Tenant's operation in the Premises at any time. The results of such service audits performed on behalf of either Landlord or the Authority may be employed by Landlord to enforce Tenant's obligations hereunder.

Section 7.03 **HAZARDOUS MATERIALS.** (a) Tenant shall not generate, store, handle or dispose of any oil or any hazardous waste or hazardous substances, and shall not permit the generation, storage, handling or disposition of any oil, hazardous waste or hazardous substances, in, on, about or from the Premises by Tenant in any manner contrary to Federal, state, or local environmental laws and regulations (collectively, "Environmental Laws"), including, without limitation, 42 U.S.C. § 9601 et. seq., 49 U.S.C. § 1801 et. seq., 42 U.S.C. § 6901 et. seq., 15 U.S.C. § 2601 et. seq., 42 U.S.C. § 7401 et. seq. and 33 U.S.C. § 1251 et. seq. all of which are Federal Environmental Laws as well as state Environmental Laws, all as presently in effect and as the same may be hereafter amended, any regulation pursuant thereto, or any other present or future Environmental Laws or laws, rules, ordinances, regulations, orders or directives addressing environmental, safety or health issues of or by any governmental authority, including the Authority, having proper jurisdiction. Tenant agrees to immediately notify Landlord, the Authority and the Airport Fire Department in the event Tenant becomes aware of any such generation, release, threatened release, storage, handling or disposal of oil, hazardous waste or hazardous substances. Tenant shall promptly respond to and clean up any release or threatened release of oil, hazardous waste or hazardous substances which are the result of Tenant's actions into the drainage systems, soils, groundwater, water, atmosphere or any other part of the Airport in a safe manner in accordance with applicable Environmental Laws and disposed of properly in compliance with applicable Environmental Laws at Tenant's sole cost and expense. For purposes of this Section 7.03, the terms oil, hazardous waste and hazardous substances shall have the meanings subscribed to them in any such Federal or state Environmental Laws and the term Tenant shall include, without limitation, Tenant and its employees, contractors, subcontractors, licensees, concessionaires, subtenants, assigns or agents. Notwithstanding the foregoing, Tenant shall be permitted to use minimum and safe amounts of cleaning fluids in the ordinary course of its business and to sell products that may contain minimum and safe amounts of hazardous materials in the ordinary course of its business provided Tenant complies in all respect with all Environmental Laws governing the use or sale thereof.

(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 10 days or such shorter period as may be required under any Environmental Laws, or if a governmental authority has commenced steps to cause any of the foregoing to be sold pursuant to such lien, either: (i) immediately pay the claim and remove the lien; or (ii) immediately furnish a cash deposit, bond or such other security as is satisfactory in all respects to Landlord and the Authority 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 default hereunder if the resulting audit report reveals non-compliance or violations by Tenant of any Environmental Laws.

(d) Except with respect to Landlord's or the Authority's direct violation of Environmental Laws, Tenant (as a corporate, partnership or joint venture entity and not personal to Tenant's employees unless Tenant is an individual or operating the business in the Premises as a sole proprietorship) hereby agrees to indemnify, defend and hold harmless Landlord, the Authority, their respective affiliates, parent corporations, subsidiaries, partners, management companies, and the agents, employees, officers, commissioners,

directors and contractors of any of them from and against any and all loss, 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 (i) any default by Tenant of this Section 7.03, (ii) any violation or failure to comply by Tenant with any of the Environmental Laws, (iii) any personal injury (including death) or property damage as a result of Tenant's willful misconduct, negligence, or other actions or omissions including, but not limited to, Tenant's use and occupancy of the Premises, and (iv) any litigation brought or threatened by any governmental authority as a result of Tenant's willful misconduct, negligence, or other actions or omissions including, but not limited to, Tenant's use, occupancy and the conduct of its business in the Premises. 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 (as a corporate, partnership or joint venture entity and not personal to Tenant's employees unless Tenant is an individual or operating the business in the Premises as a sole proprietorship). The obligations set forth in this Section 7.03 shall survive the expiration or earlier termination of this Sublease.

ARTICLE VIII
PUBLIC AREAS

Section 8.01 **OPERATION AND MAINTENANCE OF PUBLIC AREAS.** Landlord shall cause to be operated and maintained during the Term all public areas to the extent required in the Terminal C Lease. The manner in which such public areas and facilities are operated and maintained, and the expenditures therefor, shall be at Landlord's sole discretion. The use of such public areas and facilities shall be subject to reasonable rules and regulations as the Authority or Landlord may make from time to time.

Section 8.02 **USE OF PUBLIC AREAS.** The term "public areas" as used herein shall mean, to the extent provided by Landlord, 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. Tenant shall have as appurtenant to the Premises the right to the non-exclusive use in common with others 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. Such appurtenant rights shall be subject to such reasonable rules, regulations, fees and security directives from time to time established by the Authority or Landlord by suitable notice. Landlord 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, to permit entertainment events, advertising displays, educational displays and other displays in the public areas that in Landlord's judgment tend to attract the public, and to allow Landlord to 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 10 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 or subcontractors shall comply with

the Authority's 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 and the Authority 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 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 may do such other acts in and to the public areas as in its judgment may be desirable.

Section 8.03 **LOADING DOCK, DELIVERIES AND TENANT'S SHARE OF THE MAINTENANCE SUPPORT REIMBURSEMENT CHARGE.** Tenant agrees to pay directly to Landlord, as Additional Rent for the benefit of Landlord or its designees, a "Maintenance Support Reimbursement Charge" as further described in this Section 8.03.

(a) All outside deliveries of supplies, materials, inventory or merchandise required to support the operations of Tenant under this Sublease shall be made to the loading dock area controlled by Landlord or its designee. No deliveries of any items shall be made by any persons or entities 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 or its designee 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 of such items from the loading dock area to the Premises. All equipment to be utilized, methods of operation and employment of personnel shall be at the sole determination of Landlord as they relate to the transporting of supplies, materials, inventory or merchandise in the Terminal and at the Airport and shall be in compliance with all applicable federal, state and local laws, regulations and ordinances as well as all Airport rules and regulations promulgated from time to time by Landlord or the Authority.

(b) The loading dock area controlled by Landlord is located within the airfield of the Airport and is subject to all post-security regulations with respect to access to secured areas in airports in the United States. Therefore, all outside delivery vehicles will have to be escorted to the loading dock by the badged escort delivery service personnel and vehicles. Landlord, in its discretion, shall have the right to establish rules and regulations with respect to such outside deliveries including, but not limited to: (i) restrictions on delivery times (days and hours) and the time in which any vehicle may remain in the loading dock area; (ii) methods of delivering supplies, materials, inventory or merchandise from the loading dock to the Premises such as pallet or plastic warp requirements; and (iii) delivery escort guidelines, 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 area. Landlord may deny access or require any vehicle to be removed for failure to follow any such rules, regulations and guidelines that may be established by Landlord from time to time.

(c) Tenant shall pay to Landlord, as Additional Rent in the manner and at the place hereinafter provided, Tenant's proportionate share of the Maintenance Support Reimbursement Charge as follows: (collectively, "Operating Costs and Expenses"): all costs and expenses of every kind or nature paid or incurred by Landlord with respect to the loading dock area which services all of the concession facilities, including the Premises, within the Terminal. By way of example, Operating Costs and Expenses shall include, but not be limited to, the full cost and expense of: (1) all trash removal services in the loading dock area; (2) all labor costs, both supervisors (including both on-site and independent third party off-site supervisory personnel, if any) and personnel, for persons employed to clean the loading dock area and the area surrounding the trash dumpsters as well as the cost of uniforms and identification badges for all of such personnel; (3) all labor costs, both supervisors (including both on-site and independent third-party off-site supervisory personnel, if any) and personnel, for persons employed to operate the loading dock area and to

maintain, repair and/or replace loading dock area equipment as well as the cost of uniforms and identification badges for all such personnel; (4) all labor costs, both supervisors (including both on-site and independent third party off-site supervisory personnel, if any) and personnel, for persons employed to operate the vehicle escort delivery service across the airfield and to maintain, repair and/or replace the escort delivery service equipment as well as the cost of uniforms and identification badges for all such personnel; (5) the cost to purchase, operate, maintain, repair and/or replace all equipment and other items necessary for the operation of the loading dock area and escort delivery service to include, but, not be limited to, all trash dumpsters and other trash removal equipment and supplies, all loading dock area equipment such as lifts, doors, dollies, etc., common use doors, loading dock area office equipment, escort delivery service equipment and vehicles; and (6) any and all other direct costs and expenses which Landlord deems reasonably necessary or desirable in order to properly operate and maintain the loading dock area and escort delivery service in an efficient and acceptable manner. With respect to the cost of any procurement of equipment and other items necessary for the operation of the loading dock area and escort delivery service, Landlord shall use commercially reasonable efforts to control such costs. Except as specifically set forth in this Section 8.03(c), Landlord understands and agrees with Tenant that the Maintenance Support Reimbursement Charge shall not include a fee for Landlord's internal administrative expenses.

(d) The proportionate share so to be paid by Tenant shall be that portion of Operating Costs and Expenses which the number of square feet of Floor Area in the Premises bears to the total number of square feet of Floor Area of gross leased and occupied Floor Area of all concession facilities in the Terminal subleased by Landlord; provided, however, any vacant Floor Area excluded shall not exceed twenty percent (20%) of the gross leaseable Floor Area of all such concession facilities in the Terminal subleased by Landlord but such restriction on the exclusion of vacant space, if any, shall not be applicable until Landlord has completed the approximate 2 year phase-in schedule with respect to the implementation of the new retail concession program in the Terminal. The gross leased and occupied Floor Area in effect for the whole of any Lease Year shall be the average of the gross leased and occupied Floor Area on the 1st day of each calendar month in such Lease Year.

(e) Tenant's proportionate share of Operating Costs and Expenses for the Maintenance Support Reimbursement Charge following the Rental Commencement Date shall be paid to Landlord as Additional Rent in equal, consecutive monthly installments on or before the 1st day of each calendar month, in advance, in an amount estimated by Landlord from time to time. 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 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 Maintenance Support Reimbursement Charge and 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 8.03 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 30 days after the furnishing of each such statement. If the total amount paid by Tenant under this Section 8.03 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 8.03 for such final Lease Year shall exceed the actual amount due for such final Lease Year, such excess shall be refunded to Tenant within 60 days after Tenant has vacated the Premises in the condition required at the conclusion of this Sublease and 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 Maintenance Support Reimbursement Charge. Notwithstanding anything herein to the contrary, there will be no

duplication in charges to Tenant in this Section 8.03 under any other provisions of this Sublease; and, provided, further, although the Operating Costs and Expenses shall be adjusted each Lease Year as determined in Landlord's reasonable discretion, Tenant's proportionate share thereof shall not exceed 115% of the Operating Costs and Expenses for the immediately preceding Lease Year then ended following completion of the approximate 2 year phase-in schedule with respect to the implementation of the new retail concession program in the Terminal.

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 Tenant Design Criteria and Handbook and the approved Final Drawings. Tenant shall affix a sign to the exterior surface of the storefront of the Premises located inside the Terminal, subject to the advance approval of Landlord and the Authority. Tenant shall pay all costs of fabricating, constructing, operating and maintaining such sign. Tenant shall keep said sign well lighted during such hours as Landlord shall designate and shall maintain said sign in good condition and repair during the entire Term hereof. Said sign shall conform to the criteria for signs contained in the approved Final Drawings and the Tenant Design Criteria and Handbook, and the size, content, design and location thereof shall be subject to the prior written approval of Landlord and the Authority. 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 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 or the Authority for the Terminal or the Airport shall be used without the prior written consent of Landlord and/or the Authority. All signs located in the interior of the Premises shall be in good taste so as not to detract from the general appearance of the Premises and Terminal. If Tenant shall be in default of this Section 9.01 which is not cured within 48 hours after notice, Tenant shall pay as Additional Rent the sum of $100.00 for each day of default in order to reimburse Landlord for the additional administrative expenses resulting therefrom.

Section 9.02 **TENANT'S DISPLAY WINDOWS.** Tenant acknowledges and agrees that the condition and appearance of its interior advertising stanchions and display windows facing into or in any manner visible from the Terminal property including exterior glass windows (if any) is important and significant to both Landlord and the Authority. If Tenant installs such interior advertising display stanchions or window display or any signs in the window display facing into or in any manner visible from the public areas of the Terminal which either Landlord 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 two 2 days after notice. If Tenant fails or refuses to remove such stanchion, window display or sign, Tenant hereby grants Landlord the right to remove the stanchion, display or sign at the Tenant's expense. Tenant agrees that its interior advertising display stanchions and display windows will be designed and printed in a professional manner and will contain only first class merchandise. Under no circumstances shall any temporary signs or displays be used by Tenant including any employment opportunity signs. Temporary holiday decorations shall also be designed and printed in a

professional manner.

ARTICLE X
MAINTENANCE AND REPAIRS

Section 10.01 **LANDLORD'S OBLIGATIONS FOR MAINTENANCE.** Landlord shall keep and maintain the Terminal property, which is not part of the Premises, and the roof (excluding any skylights, Tenant installed rooftop HVAC units and/or roof penetrations made by Tenant, any of which shall only be permitted with Landlord's prior written consent and subject to the TAA process), structural elements and structural foundation and the exterior surface of the exterior walls of the building in which the Premises is located (exclusive of storefronts, doors, door frames, door checks, other entrances, windows or window frames which are part of the Premises or which are not part of the public areas of Terminal), the public areas of the Terminal adjacent to the Premises in good repair, except that Landlord shall not be required to undertake any maintenance or repair required or occasioned by any act, negligent act or omission to act of Tenant, its agent, employees, licensees, contractors or subcontractors or caused by any alteration, addition, construction or improvement by Tenant, its agents, employees, licensees, contractors or subcontractors. Such maintenance of the Terminal required by Landlord herein shall be maintained in a condition which Landlord determines for the proper operation thereof, determined in Landlord's sole discretion, but only to the extent required of Landlord under the Terminal C Lease. Landlord shall not be called upon or required to make any other improvements or repairs of any kind upon the Premises and appurtenances, except as specifically required under this Sublease. In no event shall Landlord be liable for any damages, whether consequential damages or otherwise or lost profits claimed to be caused by any failure of maintenance or repair by Landlord and nothing contained in this Section 10.01 shall limit Landlord's right to reimbursement from Tenant for maintenance costs, repair costs and replacement costs confirmed elsewhere in this Sublease.

Section 10.02 **TENANT'S OBLIGATIONS FOR MAINTENANCE.** (a) Except as provided in Section 10.01, 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 and damage by fire and other casualty 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 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, Article VI, Exhibit B and the Tenant Design Criteria and Handbook.

(b) Tenant shall keep and maintain the Premises in a first-class, like-new, clean, neat, safe and sanitary condition in accordance with applicable Landlord and/or Authority regulations and all directions, rules and regulations of the applicable health, fire and building inspector officials or other proper officials of governmental agencies having jurisdiction. Tenant shall comply with all requirements of laws, ordinances and otherwise affecting the Premises at Tenant's sole cost and expense, including complying with the requirements of any insurance underwriters, inspection bureaus or similar agencies designated in writing by either Landlord or the Authority upon suitable notice. Tenant shall promptly undertake and complete

diligently any repair, replacement or maintenance to any of the foregoing as may be considered reasonably necessary by Landlord or the Authority with materials and labor reasonably approved by Landlord. At the end of the Term or upon the earlier termination of this Sublease, Tenant shall surrender the Premises broom-clean and in good order, condition and repair, reasonable wear and tear and damage by fire, loss or other casualty not covered or required to be covered by Tenant's insurance or not otherwise attributable to Tenant's fault or negligence excepted.

(c) Tenant's maintenance and repair of the Premises is an obligation which runs directly to Landlord and the Authority (per Tenant's Agreement with the Authority) and includes all of the following duties:

(i) Tenant, at its own expense, shall install and maintain fire extinguishers, fire hoses and other fire protection devices as may be required by Landlord, the Authority, the applicable fire marshall official and any agency having jurisdiction thereof or by the insurance underwriter insuring the Terminal.

(ii) Tenant shall obtain Landlord's prior written approval of the materials used in any plate glass or window glass installation, repair or replacement and Contractor performing any such repair and replacement (the foregoing is subject to Landlord's sole discretion).

(iii) 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 good 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 as necessary.

(iv) 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 Landlord's recycling program, if any, as appropriate. Tenant shall also furnish, at its own expense, custodial services for the Premises. Piling of boxes, cartons, containers or other similar items in the public areas or in the Premises is not permitted.

(v) 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 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 solely be responsible for the maintenance, repair and replacement thereof from the Premises up to the Landlord - maintained main utility systems or lines or to the shut-off valves located in the Terminal, as appropriate, (c) Tenant shall have sole responsibility 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. The Authority reserves the right to maintain, repair or replace any such utility systems and lines to the extent of its rights under the Terminal C Lease.

(vi) Tenant shall prepare a comprehensive preventive maintenance program for all equipment and lines that it is responsible for maintaining 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 in accordance with the Authority's regulations and as promptly as possible after discovery and provide timely notice to Landlord as required by this Sublease with respect

to maintenance issues.

(vii) All repairs, replacements and maintenance by Tenant hereunder shall comply with all of the applicable provisions of the Authority's TAA process, as the same may be amended from time to time by the Authority in its sole discretion, shall be performed in accordance therewith and with the applicable provisions of the Tenant Design Criteria and Handbook and shall be subject to the Landlord's prior written approval (except in the case of emergencies when only prior notice to Landlord shall be required), 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 Tenant Design Criteria and Handbook, the Authority's TAA process or the general character and design of the Terminal.

(viii) Landlord, the Authority, or both, reserve the right to interrupt temporarily, the heating, air conditioning, plumbing, fire sprinkler and electrical services when necessary to make repairs, alterations, replacements or improvements thereto. Neither the Authority nor Landlord shall have any responsibility or liability to Tenant (including consequential damages and lost profits) for failure to supply heat, air conditioning, all other utilities or plumbing or, when prevented from doing so by laws, orders or regulations of any federal, state or local agency as a result of strikes, accidents, force majeure or by any other cause whatsoever beyond Landlord's or the Authority's 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 or the Authority.

Section 10.03 **RIGHTS OF THE AUTHORITY AND LANDLORD.** If at any time Tenant shall fail to comply with any of its obligations under Section 10.02 hereof, Landlord reserves the right to perform and complete such maintenance, repairs, replacements or alterations after notice to Tenant of its default thereunder and Tenant's failure to timely cure the same, and charge back to Tenant the full cost thereof, plus appropriate administrative fees, for such work performed on behalf of Tenant. Landlord or the Authority, 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. Further, Landlord reserves the right to interrupt, temporarily, all utility services provided by Landlord when necessary to make repairs, alterations, replacements or improvements in such systems.

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 keep in force: (i) Commercial General Liability Insurance with respect to the Premises and the operations of Tenant in, on or about the Premises, in which the combined limits shall be not less than $5,000,000.00 per occurrence, broad form/extended coverage, insuring for bodily injury, death and property damage, and business automobile liability insurance covering all owned, non-owned and hired or borrowed vehicles of Tenant used in connection with the operation of its business from the Premises, in which the limits for landside vehicle/mobile equipment operation shall be not less than $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 shall be not less than $25,000,000.00 per occurrence combined single limit, insuring for bodily injury, death and property damage; (ii) plate glass insurance (Tenant may self-insure), at full replacement value; (iii) insurance against fire, extended coverage, vandalism, malicious mischief, water damage which does not exclude backup from sewers or drains and/or sprinkler leakage, and such other additional perils including flood as now are or hereafter may be included

in a standard extended coverage endorsement from time to time in general use in the county in which the Terminal is located, insuring Tenant's merchandise, Fixed Improvements, trade fixtures, furnishings, Operating Equipment and all other items of personal property of Tenant located on or in the Premises, in an amount equal to the full replacement cost thereof; (iv) workers' compensation coverage as required by the State of New Jersey and including Employer's Liability Insurance in the amount of $1,000,000.00 each accident, $1,000,000.00 each employee, by disease, $1,000,000.00 policy aggregate by disease; (v) with respect to alterations, improvements and the like required or permitted to be made by Tenant hereunder, builders' risk insurance in an amount reasonably satisfactory to Landlord, which coverage may be provided and accepted from Tenant's contractors rather than Tenant; (vi) the insurance required under Exhibit B or the TAA process; and (vii) such other insurance as may be reasonably required by Landlord or the Authority from time to time after suitable notice thereof based upon circumstances in the Terminal and imposed upon other retail concession operators in the Terminal. In addition, if Landlord in its reasonable, non-discriminatory opinion deems it necessary to increase the amounts or limits of insurance required to be carried by Tenant hereunder, Landlord may reasonably increase said amounts or limits (limited to a five percent increase in amounts or limits in any Lease Year), and Tenant shall so increase the amounts or limits of the insurance required to be carried by Tenant hereunder and shall provide Landlord with certificates indicating the increased amounts or limits as provided in this Section 11.01. All policies of insurance required to be carried by Tenant pursuant to this Section 11.01 shall be written by insurance companies of adequate financial capacity (having a Best's rating and Financial Size Category of not less than A-/VII) and qualified to do business in the State of New Jersey. Any such insurance required of Tenant hereunder may be furnished by Tenant under any blanket policy carried by it or under a separate policy therefor. An insurance certificate (and endorsements where same become necessary) 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 entities as required by Section 11.01(b) below) shall be delivered to Landlord's General Manager, at the address set forth on the Data Sheet prior to the commencement of the Term hereof, and certificates in connection with all renewals (if any), not less than 30 days prior to the expiration of the term of each such policy. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant.

(b) Each policy evidencing insurance required to be carried by Tenant pursuant to this Section 11.01 shall contain the following clauses and provisions: (i) a provision that such policy and the coverage evidenced thereby shall be primary and noncontributing with respect to any policies carried by Landlord or the Authority and that any coverage carried by Landlord or the Authority be excess insurance; (ii) a provision including Landlord, the Authority and the parties set forth on Exhibit F and any other parties designated in writing by Landlord from time to time as additional insured entities; (iii) with respect to the insurance carried by Tenant under Section 11.01(a) (iii) and (iv) above, a waiver by the insurer of any right to subrogation against Landlord and the Authority and other additional insured entities, their respective agents, commissioners, directors, employees, 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, the Authority, their respective agents, commissioners, directors, employees, officers or representatives; (iv) a severability of interest clause or endorsement; (v) a provision that the insurer will not cancel or change the coverage provided by such policy without giving Landlord and the Authority 30 days' prior written notice; (vi) such policy shall be an occurrence form policy; and (vii) a provision that the insurer shall not, without obtaining the express advance permission from the Authority's General Counsel, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Authority, the immunity of the Authority, its commissioners, officers, agents or employees, the governmental nature of the Authority or the provisions of any statutes respecting suits against the Authority.

(c) In the event that Tenant fails to procure or 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 or from time to time, and upon 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 within 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, the Authority's or the Airport's policies of hazard or liability insurance or which will prevent Landlord or the Authority from procuring such policies in companies acceptable to Landlord or the Authority.

Section 11.02 **LANDLORD'S INSURANCE.** Landlord has the obligation to carry the insurance set forth in the Terminal C Lease, but only to protect the interests of Landlord and the Authority. Landlord, by virtue of this Sublease or otherwise, has no obligation to protect the interests of Tenant nor name Tenant as an additional insured under any of its insurance covering the Terminal. The Authority shall, at its sole option, carry insurance on the Terminal and the Airport as it sees fit or operate under a self-insurance program. Tenant shall inform Landlord, the Authority and the Airport police, in writing, within 24 hours after Tenant becomes aware of any damage or alleged theft of the property of Landlord or the Authority.

Section 11.03 **COVENANT TO HOLD HARMLESS.** Tenant at its sole cost and expense shall defend and indemnify Landlord, the Authority, their respective affiliates, parent corporations, subsidiaries, commissioners, directors, officers, partners, shareholders, representatives, management companies, agents and employees, and save them harmless (except to the extent of loss or damage resulting from the intentional or willful acts or omissions or the negligence of Landlord not required to be insured against by Tenant pursuant to this Article XI) from and against any and all claims, actions, demands, judgments, awards, fines, mechanics' liens or other liens, losses, damages, liability and expense, including reasonable attorneys' fees and court costs, in connection with all losses, including loss of life, personal injury and/or damage to property, arising from or out of any occurrence, upon or at the Premises, Tenant's conduct of its business in the Terminal or the occupancy or use by Tenant of the Premises; or arising from or out of Tenant's failure to comply with any provision hereof or occasioned wholly or in part by any act or omission of Tenant, its concessionaires, agents, contractors, subcontractors, suppliers, employees, servants, or licensees and including any product liability claim or any labor dispute involving Tenant or its contractors, subcontractors and agents, all for which is regardless of where the injury, death or damage may occur. In case Landlord, the Authority or any other party so indemnified shall be made a party to any litigation commenced by or against Tenant, then Tenant shall defend, indemnify, protect and save them harmless with counsel reasonably acceptable to Landlord and the Authority and shall pay, as the same becomes due and payable, all costs, expenses and reasonable attorneys' fees and court costs incurred or paid by them in connection with such litigation, or, at Landlord's or the Authority's discretion or request, such parties may conduct the defense thereof on their own behalf and in such event, Tenant shall immediately reimburse either Landlord and/or the Authority, as the case may be, for all such costs and expenses incurred or paid by them as provided above in this Section. Landlord or the Authority shall give Tenant reasonable notice of and the opportunity to defend against any such claims or actions. The foregoing express obligation of indemnification shall not be construed to negate or abridge any other indemnity running in favor of Landlord or the Authority which would exist at common law or under other provisions hereof and/or the Terminal C Lease. In addition, if Landlord or the Authority is deemed to be in noncompliance with laws or regulations governing access to secured areas of the Terminal or to the areas of any airfield which is a part of the Airport and said noncompliance is a result of or due to the negligence or act or omission of Tenant, its agents, concessionaires, contractors, subcontractors, vendors, suppliers, employees, servants or licensees and such noncompliance results in a civil penalty action against Landlord or the Authority, Tenant agrees to reimburse Landlord or the Authority for all expenses, including reasonable attorneys' fees incurred by Landlord or the Authority in defending against the civil penalty action and for any civil penalty or settlement amount paid by Landlord or the Authority. Landlord shall give Tenant reasonable notice of any allegation, investigation or proposed or actual civil penalty action which relates to noncompliance by, the negligence, act or omission of Tenant, its agents, concessionaires, contractors, subcontractors, vendors,

suppliers, employees, servants or licensees. The provisions of this Section 11.03 shall survive the expiration, termination or earlier cancellation of this Sublease for any claims, suits, demands, actions, liabilities, loss or damage which occur prior to the expiration, termination or earlier cancellation of this Sublease.

Section 11.04 **INJURY CAUSED BY THIRD PARTIES.** Tenant covenants and agrees that Landlord 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 and appurtenant areas; or from any acts or omissions of entities, persons, subtenants 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, subtenants or occupants; or from fire, electricity, water, snow or leaks from any part of the Terminal or Terminal systems, including sprinkler systems; or from any other cause of whatever nature, unless caused by or due to the direct negligence or direct misconduct of Landlord, its agents and employees.

ARTICLE XII
UTILITIES

Section 12.01 **UTILITY CHARGES.** (a) Landlord shall provide reasonable and normal amounts (as determined by Landlord) of gas, electric, heat, air conditioning, domestic cold water (if applicable), high temperature hot water (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 shall have no obligation to provide telephone or data communication services to the Premises. Should Tenant require utility services over and above those provided by Landlord, Tenant shall pay directly for the costs of extending those additional utilities to the Premises. Tenant shall pay for all such additional utilities consumed within the Premises within 10 days following receipt of an invoice from Landlord or directly to the appropriate public utility company if Tenant is billed directly by such public utility company. Where possible, in those cases where the Tenant is paying for additional utilities, utility consumption shall be determined by separate metering. If separate metering is not possible, Landlord shall make a reasonable determination to calculate the amount owed by Tenant.

(b) Tenant shall be solely responsible for and shall promptly pay for all fees, deposits and charges, including use and/or connection fees, hook-up fees, standby fees, and/or penalties for discontinued or interrupted service, and the like, for water (domestic cold and high temperature hot, if applicable), gas, electricity, heat, air conditioning, fire alarm, burglar alarm, telephone, cable television, sewer and sanitation, solid waste disposal and any other service or utility used in or upon or furnished to the Premises, including, without limitation, any services to be supplied by Landlord, irrespective of whether any of the foregoing are initially paid in advance by Landlord, or otherwise.

(c) In no event shall Landlord or the Authority 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 supplied to or by Landlord is changed or is no longer available for Tenant's requirements, nor shall any such interruption, reduction, disruption, curtailment, failure or change in quantity, quality or character constitute or be deemed to constitute actual or constructive eviction of Tenant, or excuse or relieve Tenant from its obligations hereunder, including but not limited to the payment of Rental or all other sums, damages, fees, costs and expenses payable under this Sublease. Any obligation of Landlord to furnish light, power and services from a central utility plant shall be conditioned upon the availability of adequate energy sources. Landlord shall have 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. Notwithstanding anything to the contrary contained in this Section 12.01(c), if any utility to the Premises is supplied by or through either Landlord or the Authority and, due to the sole negligence of either Landlord or the Authority, such utility to the Premises is interrupted which forces Tenant to close its business within the Premises for more than 2 complete and consecutive days, then Guaranteed Rent shall abate for the period commencing on the 3rd day after Tenant is forced to close its business within the Premises and shall continue until the earlier of: (i) the date such utility is restored to the Premises, or (ii) the date Tenant reopens its business in the Premises.

(d) Tenant shall operate its heating, ventilating and air conditioning ("HVAC") system(s) serving the Premises so as to maintain comfortable conditions during regular Terminal retail concession business hours. Temperatures in the Premises shall be compatible with temperatures in the Terminal. Tenant's obligation to connect to the services supplied by Landlord, as set forth in this Section 12.01 and Exhibit B, as well as Tenant's operation and maintenance of its HVAC system(s) within the Premises, shall be as set forth herein, in Exhibit B and in any related exhibit(s), such as the Tenant Design Criteria and Handbook 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 prior written approval of Tenant's plans and specifications therefor. If such installation is approved by Landlord, 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 shall have the right to impose reasonable restrictions and require Tenant to comply with any state or local regulations or measure adopted from time to time with respect to conversation of any utilities including water usage.

ARTICLE XIII
ESTOPPEL STATEMENT, ATTORNMENT AND SUBORDINATION

Section 13.01 **ESTOPPEL STATEMENT.** Within 20 days after request therefor by Landlord, Tenant shall execute, in recordable form, and deliver to Landlord 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 Rental and all other charges hereunder are paid currently without any offset or defense thereto, (d) the amount of Rental 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 Landlord or stating in reasonable detail those claimed by Tenant, and (g) such other matters as may be reasonably requested by Landlord.

Section 13.02 **ATTORNMENT.** If the Authority terminates the Terminal C Lease, the Terminal C Lease expires, or in the event Landlord assigns, sells, or otherwise transfers its interest in the Terminal C Lease, this Sublease either (i) shall terminate in accordance with the provisions hereof, or (ii) at the Authority's discretion, shall remain in full force and effect and shall be assigned to the Authority or its designee. If and when this Sublease is assigned to the Authority or its designee and the Authority or its designee, as the case may be, agrees to assume the same, then on request of the Authority, Tenant hereby attorns to and covenants and agrees to execute an instrument in writing satisfactory to the Authority whereby Tenant attorns to the Authority or its designee and recognizes the Authority or its designee as the landlord hereunder.

Section 13.03 **SUBORDINATION.** Tenant further agrees this Sublease shall be subordinate to the Terminal C Lease and to any mortgages, deeds of trust or any ground leases that may now exist or be

placed upon the Premises, the Terminal or the Airport and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, modifications, replacement and extensions thereof. Tenant agrees that upon the demand of Landlord, the Authority or any mortgagee, beneficiary or ground lessor, Tenant shall, within 20 days of the receipt of said demand, execute whatever reasonable instruments as may be required to carry out the intent of this Section 13.03 in the form requested by Landlord, the Authority or such mortgagee, beneficiary or ground lessor, including, without limitation, appropriate subordination agreements upon the condition that Tenant shall have the right to remain in possession of the Premises under the terms hereof, notwithstanding any default in any such mortgage, deeds of trust or ground lease, or after foreclosure thereof, so long as Tenant is not in default beyond the applicable notice and cure periods under any of the covenants, conditions and agreements contained herein.

ARTICLE XIV
ASSIGNMENT AND SUBLETTING

Section 14.01 **RESTRICTIONS.** Notwithstanding anything to the contrary contained herein except as otherwise set forth in this Article XIV, Tenant shall not mortgage, pledge or encumber all or any part of this Sublease, nor Tenant's interest in the Premises and Tenant shall not assign this Sublease, sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, nor enter into franchise, license or concession agreements allowing any other entity or person to occupy or use the Premises or any part thereof (collectively, "Transfer") without first procuring the written consent of Landlord. Tenant agrees that Landlord may withhold its consent as determined in Landlord's sole discretion and without the need to provide any reason for withholding consent. Any dissolution, sale or other transfer of all or substantially all of the assets of Tenant shall be deemed a Transfer of this Sublease. Any attempted or purported Transfer without Landlord's prior written consent shall be void and of no force or effect and shall not confer any estate or benefit on anyone. Consent to a Transfer by Landlord shall not be deemed to be consent to any subsequent Transfer to any other party. No Transfer of this Sublease or agreement entered into with respect thereto, whether with or without Landlord's consent, shall relieve Tenant or any guarantor from liability hereunder. Landlord has been induced to enter into this Sublease with Tenant in order to obtain, for the benefit of the Terminal retail concession program, Tenant's experience and business reputation. The restrictions against Transfers contained herein are consistent therewith and expressly agreed to by Tenant.

Section 14.02 **PROCEDURE FOR TRANSFER AND RENTAL ADJUSTMENT.** (a) Should Tenant desire to make a Transfer hereunder, Tenant shall, in each instance, give written notice of its intention to do so to Landlord at least 75 days before the intended effective date of any such proposed Transfer, specifying in such notice whether Tenant proposes to assign or sublet, or enter into license, franchise or concession agreements, the proposed date thereof, and specifically identifying the proposed Transferee and the net worth (certified as accurate by the proposed Transferee) and previous business experience of the proposed Transferee. Landlord shall, within 45 days after its receipt of such notice of a proposed Transfer, by giving written notice to Tenant of its intention to do so: (a) withhold consent to the Transfer; or (b) consent to the Transfer. Failure of Landlord to give Tenant written notice of Landlord's action with respect to any request for Landlord's consent to a proposed Transfer shall not constitute or be deemed Landlord's consent to such Transfer. Landlord's consent to a proposed Transfer shall only be given if and when Landlord has notified Tenant in writing that Landlord consents to such proposed Transfer.

(b) If Tenant shall make a permitted Transfer hereunder to a non-affiliated third party, then the Guaranteed Rent then currently paid by Tenant to Landlord shall be increased, effective as of the date of such Transfer, to an amount equal to the greater of: (i) one hundred percent (100%) of the then current Guaranteed Rent payable hereunder immediately prior to such effective date; or (ii) the Guaranteed Rent and Percentage Rent paid hereunder for the immediately preceding Lease Year prior to such effective date.

If the Guaranteed Rent is increased under sub-clause (ii) above, the Monthly Breakpoint for Percentage Rent shall be adjusted accordingly. In no event shall the Guaranteed Rent, after a permitted Transfer, be less than the then current Guaranteed Rent payable hereunder immediately before a permitted Transfer.

Section 14.03 **REQUIRED DOCUMENTS AND FEES.** Each Transfer to which Landlord has consented shall be evidenced by a written instrument in form reasonably satisfactory to Landlord, executed by Tenant and the Transferee, under which the Transferee shall agree in writing for the benefit of Landlord and the Authority to assume, perform and abide by all of the terms, covenants and conditions of this Sublease and Tenant's Agreement with the Authority to be done, kept and performed by Tenant, including the payment of all amounts due or to become due hereunder directly to Landlord and the obligation to use the Premises only for the purpose specified herein. In addition, the Transfer shall not become effective until the Transferee has entered into an Agreement or similar document with the Authority as required by the Authority including the form and content thereof. Tenant shall reimburse Landlord for Landlord's reasonable attorneys' and administrative fees incurred in the processing of, and documentation for, each such requested Transfer, whether or not the Transfer is consummated with any such reasonable attorneys' and administrative fees not to exceed $500.00.

Section 14.04 **TRANSFER OF STOCK OR PARTNERSHIP INTEREST.** If Tenant is a corporation, 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 twenty-five percent (25%) interest of the total outstanding voting stock or voting interest in such corporation, association or partnership shall be deemed a Transfer within the meaning and provisions hereof.

Section 14.05 **ASSIGNMENT AND SUBLEASE RENTALS.** The following conditions shall apply to any subletting by Tenant of all or any part of the Premises (if and when approved by Landlord) and shall be deemed included in all further subleases hereunder whether or not expressly incorporated therein. Tenant hereby assigns and transfers to Landlord all of Tenant's interest in all rentals and income arising from any such further sublease heretofore or hereafter made by Tenant, and Landlord may collect such rent and income and apply same toward Tenant's obligations hereunder; provided, however, that until a breach shall occur in the performance of Tenant's obligations hereunder, Tenant may, except as otherwise provided herein, receive, collect and enjoy the rents accruing under such further sublease. Landlord shall not, by reason of this or any other assignment of such further sublease to Landlord, nor by reason of the collection of the rents from a subtenant, be deemed liable to the subtenant for any failure of Tenant to perform and comply with any of Tenant's obligations to such subtenant under such further sublease. Tenant hereby irrevocably authorizes and directs any such subtenant, upon receipt of a written notice from Landlord stating that a breach exists in the performance of Tenant's obligations hereunder, to pay to Landlord the rents and other charges due and to become due under such further sublease. The subtenant shall rely upon any such statement and request from Landlord and shall pay such rents and other charges to Landlord without any obligation or right to inquire as to whether such breach exists and notwithstanding any notice from or claim from Tenant to the contrary. Tenant shall have no right or claim against said subtenant, or, until the breach has been cured, against Landlord, for any such rents and other charges so paid by said subtenant to Landlord. In the event of a breach by Tenant in the performance of its obligations hereunder, Landlord, at its option and without any obligation to do so, may require any subtenant to attorn to Landlord, in which event Landlord shall undertake the obligations of the sublandlord under such sublease from the time of the exercise of said option to the expiration of such further sublease; provided, however, Landlord shall not be liable for any prepaid rents or security deposit paid by such subtenant to Tenant or for any other prior defaults or breaches of Tenant as sublandlord under such further sublease.

Section 14.06 **PERMITTED TRANSFER SUBJECT TO CONSENT.** (a) Notwithstanding anything to the contrary contained in this Article XIV, 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. Further, the public trading of Tenant's securities on a nationally recognized exchange or on the NASDAQ market shall not constitute or be considered to result in any such Transfer.

(b) Notwithstanding the foregoing provisions of this Article XIV, Tenant shall have the right to Transfer this Sublease, with Landlord's consent, such consent not to be unreasonably withheld, to: (i) a subsidiary of Tenant or its parent corporation or to an entity that is an affiliate of Tenant or its parent corporation; (ii) any corporation with which Tenant shall merge, reorganize or consolidate; or (iii) any corporation acquiring all or substantially all of the assets of Tenant; provided that in the case of any and each such Transfer under clauses (ii) and (iii) above which is permitted in this Section 14.06, Landlord shall have the discretionary right to withhold its consent unless; (1) such Transferee 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; (2) such Transferee shall have proven retailing 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; (3) the business conducted in the Premises by such Transferee shall be conducted under the same use and under a trade name permitted to be used by Tenant hereunder; (4) Tenant shall not be in default after the applicable notice and cure periods under any of the terms and provisions hereof; (5) the use of the Premises by such Transferee shall not violate any agreements affecting the Premises, Landlord, the Authority or other tenants or occupants in the Airport; (6) except as may otherwise be prohibited under federal securities laws, notice of any proposed Transfer shall be given to Landlord at least 30 days prior to its proposed effective date, and there shall be delivered to Landlord instruments evidencing such proposed Transfer and the agreement of such Transferee to assume and be bound by all of the terms, conditions and covenants hereof and Tenant's Agreement with the Authority to be performed by Tenant, all in form reasonably acceptable to Landlord and acceptable to the Authority; and (7) 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.

(c) Notwithstanding the foregoing provisions of this Article XIV which shall not be binding upon or enforceable against the Authority and regardless of whether Landlord has in fact consented to any further subletting of the Premises or a proposed Transfer, Landlord's consent will be of no force and effect and shall not be binding upon the 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 Authority has consented in writing, as determined in the Authority's sole and absolute discretion, to any such further subletting or a proposed Transfer (including, without limitation, nothing otherwise permitted in this Article XIV shall become effective until such time as the Transferee, any other applicable parties and the Authority have entered into an Agreement or a similar document as required by the Authority. In addition, the terms and provisions of Tenant's Agreement with the Authority which in any way discusses and/or addresses the subject matter covered in this Article XIV shall be controlling and shall govern. Further, if this Sublease is assigned by Landlord and assumed by the Authority for any reason whatsoever, the Authority shall have the right to determine, in its sole and absolute discretion, whether any of the provisions of this Article XIV shall be binding upon and enforceable against the Authority and thereafter be considered to be a part hereof.

ARTICLE XV
WASTE OR NUISANCE

Section 15.01 **WASTE OR NUISANCE.** Tenant shall not commit nor permit any of its employees, contractors, subcontractors, licensees, subtenants or agents to injure, deface or otherwise harm the Premises, the Terminal or the Airport, nor commit any waste upon the Premises, the 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 commit nor 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 impact either Landlord's operation of the Terminal or the Authority's operation of the Airport or 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 odors outside the Premises except as may otherwise be approved in advance in writing by Landlord and, upon notice from Landlord to 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 Terminal and/or Airport in a manner which is a source of annoyance, disturbance or embarrassment to Landlord and/or the Authority, or to the other tenants and occupants of the Terminal and/or Airport or which is deemed by Landlord, in its sole discretion, as not in keeping with the character of the 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 or the Authority's insurance.

ARTICLE XVI
TRADE NAME; 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 advertised name or character of the business operated in the Premises without the prior written approval of Landlord, which may be withheld in Landlord's absolute discretion.

Section 16.02 **SOLICITATION OF BUSINESS.** Tenant shall not give samples, approach customers, distribute handbills or other advertising matter or otherwise solicit business in the parking or other public areas or any part of the Terminal or the Airport other than in the Premises. In the event Tenant violates the foregoing, Tenant shall, at Tenant's sole cost and expense, be responsible to clean the area of any such materials so distributed by Tenant, its agents or employees.

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 promote the overall concession program and facilities in 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, from and after the Rental Commencement Date, 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 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 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 or if the Sublease has expired or has been terminated, overpayments will be utilized by Landlord for future Joint Marketing Fund purposes. 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 used 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 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. 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.

ARTICLE XVII
DAMAGE AND DESTRUCTION

Section 17.01 **DAMAGE OR DESTRUCTION OF THE TERMINAL.** If the whole or any part of the Terminal is partially damaged by fire, explosion, the elements, terrorist action or other casualty, Landlord shall repair and restore the affected portions of the Terminal, at its cost and expense, to the extent required of Landlord in the Terminal C Lease, with reasonable diligence, subject to force majeure and delays beyond Landlord's control; provided, however, that if the damage is caused by the negligence, act or omission to act of Tenant, its agents, employees, contractors, subcontractors, licensees or representatives, to the extent that such damage is not covered by Landlord's insurance, Tenant shall be responsible for reimbursing Landlord for the cost and expense incurred in such repair and restoration, including any deductibles or self-insured retentions with respect to Landlord's insurance. Unless such partial damage materially adversely affects Tenant's use and occupancy of the Premises, Tenant shall be required to continue the conduct of business in the Premises without abatement of any Rentals hereunder.

If fifty percent (50%) or more of the Terminal shall be damaged or destroyed by an insured casualty, 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 Landlord's flight operations are terminated or more than fifty percent (50%) curtailed for a period of 30 days or more, Landlord shall have the right to terminate this Sublease within 90 days from the date of such damage or destruction. In such event, this Sublease shall terminate upon a mutually agreeable date based upon good faith negotiations and reasonable circumstances and Tenant shall surrender the Premises to Landlord. Thereafter, neither party shall have any further obligations to the other except for any of Tenant's obligations accrued prior to the effective date of the termination of this Sublease.

Section 17.02 **DAMAGE OR DESTRUCTION OF THE PREMISES.** (a) If all or a portion of the Premises shall be partially damaged (as distinguished from extensively damaged or destroyed as

described below) by fire, explosion, the elements, terrorist action or other casualty required to be insured against by Landlord under the Terminal C Lease, but the Premises are not rendered untenantable, Landlord shall proceed with reasonable dispatch to repair such damage and restore the Premises, at its own cost, to the extent required under the Terminal C Lease. Landlord shall repair and restore the Premises to substantially the same condition as existed immediately prior to the commencement of Tenant's Work hereunder. However, if the damage is caused by the negligence, act or omission to act of Tenant, its agents, employees, contractors, subcontractors, licensees or representatives, Tenant, if Landlord is required and elects to repair and restore as provided above, shall be responsible for reimbursing Landlord for the cost and expense incurred thereby, including any deductibles or self-insured retentions with respect to Landlord's insurance. In the event of any such partial damage, Tenant's obligations to Landlord hereunder, including all Rentals, shall not be abated. In no event shall Landlord or the Authority be responsible in any way for any damage or destruction of Tenant's Fixed Improvements, Operating Equipment, personal property or inventory even if due to the negligence, act or omission to act of any such party nor shall Landlord or the Authority 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, Operating Equipment, personal property, merchandise and inventory. If the Premises are so repaired and restored by Landlord, Tenant shall repair and restore all damage as expeditiously as possible, to the Premises and to any and all Fixed Improvements, Operating Equipment and Tenant's other property to the condition existing immediately prior to such damage. All repairs and restoration by Tenant must comply with the requirements herein relating to Tenant's initial construction of the Premises, including the Tenant Design Criteria and Handbook and the Authority's TAA process.

(b) If the Premises are extensively damaged so as to render the Premises untenantable, but capable of being repaired and restored within 30 days, both Landlord and Tenant shall perform its repair and restoration obligations in an identical manner as provided in Section 17.02(a) above. During the period of any such repair and restoration, an equitable portion of Tenant's Rentals shall be abated if there is a material adverse effect to Tenant's use and occupancy of the Premises to the extent of such material adverse effect thereon, unless the damage is caused by the negligence, act or omission to act of Tenant, its agents, employees, contractors, subcontractors; licensees or representatives. In no event shall Landlord or the Authority be responsible in any way for any damage or destruction of Tenant's Fixed Improvements, Operating Equipment, personal property or inventory even if due to the negligence, act or omission to act of any such party nor shall Landlord or the Authority 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, Operating Equipment, personal property, merchandise and inventory.

(c) If the Premises are completely destroyed by fire, explosion, the elements, terrorist action or other casualty and cannot be repaired or replaced except after more than 30 days after the occurrence, Landlord shall not be required to (but may elect to) undertake the repair, replacement and reconstruction of the Premises. All of Tenant's Rentals shall be completely abated, such abatement shall extend from the date of the occurrence until a period not to exceed 60 days after the base building restoration has been made by Landlord and Landlord has notified Tenant to commence Tenant's repair and restoration work to the Premises. In no event shall Landlord or the Authority be responsible in any way for any damage or destruction of Tenant's Fixed Improvements, Operating Equipment, personal property or inventory even if due to the negligence, act or omission to act of any such party nor shall Landlord or the Authority 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, Operating Equipment, personal property, merchandise and inventory. If within 6 months after the date of such occurrence the Premises shall not have been repaired or reconstructed by Landlord as provided above, Tenant may give written notice to Landlord terminating this Sublease, such termination to be retroactive back to the date of the complete destruction. Notwithstanding the foregoing, if the Premises are completely destroyed as a result of the negligence, act or omission to act of Tenant, its agents, employees, contractors, subcontractors,

licensees or representatives, Tenant's Rentals shall not abate and Landlord may, in its discretion: (1) require Tenant to repair, restore and reconstruct the Premises, Tenant's Fixed Improvements, Operating Equipment and all other damaged property, whether owned by Tenant, Landlord or the Authority, within 4 months of such destruction, at Tenant's sole cost and expense; or (2) Landlord may repair, restore and reconstruct the Premises within 6 months of such destruction and Tenant shall reimburse Landlord for the cost and expense incurred thereby to the extent of Tenant's insurance proceeds and to the extent such costs and expenses exceed Tenant's insurance proceeds.

Section 17.03 **DAMAGE OR DESTRUCTION NEAR END OF TERM.** If, during the final Lease Year, more than twenty-five percent (25%) of the Premises are damaged or destroyed, either party at its option may terminate this Sublease within 30 days after the date of such damage or destruction. The termination shall be effective as of the date of such damage or destruction and thereafter neither party shall have any further obligations to the other party except for Tenant's accrued obligations occurring prior to the date of such damage or destruction.

Section 17.04 **LIMITS OF LANDLORD'S OBLIGATIONS.** It is understood that, in the application of the foregoing Sections in this Article XVII, Landlord's obligations shall be limited to repair and restoration of 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 or the Authority be responsible in any way for any damage or destruction of Tenant's Fixed Improvements, Operating Equipment, personal property or inventory even if due to the negligence, act or omission to act of any such party nor shall Landlord or the Authority 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, Operating Equipment, personal property, merchandise and inventory.

ARTICLE XVIII
EMINENT DOMAIN

Section 18.01 **COMPLETE TAKING OF THE PREMISES.** If the whole of the Premises shall be taken by any public or quasi-public authority under the power of eminent domain or destroyed by the action of any public or quasi-public authority, or in the event of a conveyance, by sale or otherwise, in lieu thereof ("Taking"), this Sublease shall terminate and the Term hereof shall cease as of the date upon which possession is taken by such Taking authority, and all Rental and other charges shall be paid up to that date and thereafter adjusted as of that date. All sums received or recovered from the Taking shall be paid to either Landlord or the Authority as set forth in the Terminal C Lease. Nothing contained herein shall be construed to prevent Tenant from prosecuting in any condemnation proceeding a claim for the value of any of Tenant's Operating Equipment, trade fixtures and/or other removable items of Tenant's personal property located within the Premises at the time of such Taking. Further, nothing herein shall limit the eminent domain power of the Authority.

Section 18.02 **PARTIAL TAKING OF THE PREMISES.** (a) If less than the whole but a substantial portion (more than fifty percent (50%) of the Floor Area) of the Premises shall be subject to a Taking, then either party shall have the right to terminate this Sublease, by giving notice thereof to the other not later than 30 days after such Taking. If this Sublease is so terminated, the provisions relating to the net proceeds of the damages awarded from the Taking as provided in the Terminal C Lease shall apply.

(b) Subject to the Authority's right of termination pursuant to the Terminal C Lease, if this Sublease is not terminated by either party under Section 18.02 (a), this Sublease shall remain in full force and effect as to the portion of the Premises remaining after the Taking, except that Guaranteed Rent and Additional

Rent shall be reduced in the proportion that the Floor Area of the Premises so taken bears to the total Floor Area of the Premises prior to the Taking and the Monthly Breakpoint for Percentage Rent shall be adjusted accordingly. No reduction of Rental shall occur if other premises within the Terminal, equivalent in function to the portion of the Premises taken, are made available to Tenant for the operation of its business. Any award for such partial Taking shall be the sole property of Landlord or the Authority as set forth in the Terminal C Lease; provided that Tenant shall be entitled to any portion of such award awarded to Tenant for relocation of, loss or damage to Tenant's Operating Equipment, trade fixtures and other removable personal property of Tenant's located within the Premises prior to such partial Taking.

(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 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.

ARTICLE XIX
DEFAULT

Section 19.01 **RIGHTS UPON DEFAULT.** (a) Notwithstanding any provision herein to the contrary and irrespective of whether all or any rights conferred upon Landlord by this Article XIX are expressly or by implication conferred upon Landlord elsewhere herein, in the event of: (i) any failure of Tenant to pay any Guaranteed Rent, Percentage Rent or Additional Rent 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 5 days after written notice from Landlord to Tenant that such Rental or any other charges or sums whatsoever due hereunder were not received on the date required for payment pursuant to this Sublease, 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 (ii) any default or failure by Tenant to perform any other of the terms, conditions, or covenants of this Sublease to be observed or performed by Tenant for more than 20 days after written notice from Landlord to Tenant of such default (unless such default cannot be cured within said 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 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 75 days or such longer period of time as is approved by Landlord in writing and if Tenant's cure period is so extended, Tenant must, within 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 (iii) any failure by Tenant to commence construction of Tenant's Work within 30 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 (iv) any failure by Tenant to move into the Premises and to initially open for business on or before the Rental Commencement Date; or (v) any failure by Tenant to operate continuously in the manner and during the hours established by Landlord pursuant to Section 7.02 hereof or for the purpose specified in the Data Sheet (the Permitted Use); or (vi) Tenant's abandonment of the Premises, or permitting this Sublease to be taken under any writ of execution or similar writ or order; or (vii) any default beyond the applicable notice and cure periods under Tenant's Agreement and/or Permits with the Authority; or (viii) if applicable, the failure of Tenant to obtain and maintain continuously throughout the Term, its eligibility and certification from the Authority of its 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 20 days, then Landlord, in addition to or in lieu of other rights or remedies it may have hereunder or by law, shall have the following rights: Landlord may at is sole discretion: (A) immediately terminate this Sublease and Tenant's right to possession of the Premises by giving Tenant written notice that this Sublease is terminated, in which event, upon such termination, Landlord shall have the right to recover from Tenant the sum of (1) the worth at the time of award of the unpaid Rental which had been earned at the time of termination; (2) the worth at the time of award of the amount by which the unpaid Rental which would have been earned after termination until the time of award exceeds the amount of such Rental loss that Tenant affirmatively proves could have been reasonably avoided; (3) the worth at the time of award of the amount by which the unpaid Rental for the balance of the Term after the time of award exceeds the amount of such Rental loss that Tenant affirmatively proves could be reasonably avoided; (4) any other amount necessary to compensate Landlord for all the actual damages proximately caused by Tenant's failure to perform its obligations hereunder or which in the ordinary course would be likely to result therefrom; and (5) all such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time under applicable law; or (B) have this Sublease continue in effect for so long as Landlord does not terminate this Sublease and Tenant's right to possession of the Premises, in which event Landlord shall have the right to enforce all of Landlord's rights and remedies hereunder including the right to recover the Guaranteed Rent, Percentage Rent, Additional Rent and other charges payable by Tenant hereunder as they become due hereunder; or (C) without terminating this Sublease, Landlord may pay or discharge any breach or violation hereof which amount so expended shall be added to the next monthly payment of Guaranteed Rent, Percentage Rent and Additional Rent due and treated in the same manner as Rental hereunder and Landlord shall automatically and without further action have a lien upon all of Tenant's Operating Equipment, merchandise, inventory and other personal property within the Premises to secure the payment thereof; or (D) without terminating this Sublease, make such alterations and repairs as may be necessary in order to relet the Premises, and relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term) at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable. Landlord shall use reasonable efforts to relet the Premises in order to mitigate its damage in respect of the remedies set forth in sub-clauses (A) and (D) of this Section 19.01(a).

(b) If Landlord proceeds under Section 19.01(a)(A) or (D) above, upon such reletting all Rental and other sums received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than Rental due hereunder from Tenant to Landlord or the Authority; second, to the payment of any costs and expenses of such reletting, including reasonable brokerage fees and attorney fees and Landlord's fees and of costs of such alterations and repairs; third, to the payment of Rental due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future Guaranteed Rent and Additional Rent payable by Tenant hereunder, as the same may become due and payable hereunder. If such Guaranteed Rent, Additional Rent and other sums received from such reletting during any month are less than that to be paid during that month by Tenant hereunder, Tenant shall pay such deficiency to Landlord; if such rentals and sums shall be more, Tenant shall have no right to the excess. Such deficiency shall be calculated and paid monthly. 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. Should Landlord at any time terminate this Sublease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises, all of which amount shall be immediately due and payable from Tenant to Landlord. Landlord shall use its reasonable efforts to mitigate its damages hereunder; however, the failure or refusal of Landlord to relet the Premises shall not affect Tenant's liability. The terms entry and re-entry are not limited to their technical meanings. 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 15 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 Newark, the Authority or their designee to such improvements. 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 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 19.01(b).

(c) At any time that Tenant shall have delivered checks to Landlord for payments pursuant hereto which shall have on at least three (3) occasions during any Lease Year (whether consecutive or not or whether involving the same check or different checks) been returned by Landlord's bank for any reason, Landlord shall not be obligated to accept any payment from Tenant unless such payment is made by cashier's check or in bank certified funds.

(d) For purposes of subclauses (1) and (2) of subsection 19.01(a), "worth at the time of award" shall be computed by allowing interest at the maximum rate permitted by law (see Section 27.13) and for purposes of subclause (3) of subsection 19.01(a), "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank whose jurisdiction includes the Airport at the time of award, plus one percent (1%); the Rental reserved in this Sublease shall be deemed to be a monthly rental arrived at (i) by adding to the monthly installment of Guaranteed Rent payable under this Sublease an amount equal to the monthly average of all the Percentage Rent based on Gross Receipts received by or payable to Landlord hereunder during the period that Tenant was conducting Tenant's business in the Premises in the manner and to the extent required pursuant to this Sublease, plus (ii) one twelfth (1/12th) of the annual average of all Additional Rent payable by Tenant hereunder.

(e) Anything to the contrary notwithstanding, Landlord shall not be required to give notice under this Article XIX more than three (3) times for the same type of default in any consecutive (12) twelve month period. Further, a default of Tenant's obligations under the provisions of any other sublease with Landlord covering any other retail concession facility within the Terminal or within the Airport shall constitute a default by Tenant hereunder, entitling Landlord to the rights and remedies hereunder and at law.

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 ("Code").

Section 20.02 **TERMINATION.** If the interest or estate created in Tenant hereby shall be taken in execution or by other process of law, or if Tenant's guarantor, if any, or its executors, administrators, or

assigns, if any, shall be adjudicated insolvent or bankrupt pursuant to the provisions of any state act or the Code or if Tenant is adjudicated insolvent by a court of competent jurisdiction other than the United States Bankruptcy Court, or if a receiver or trustee of the property of Tenant or Tenant's guarantor, if any, shall be appointed by reason of the insolvency or inability of Tenant or Tenant's guarantor, if any, to pay its debts as the same become due or if any assignment shall be made of the property of Tenant or Tenant's guarantor, if any, for the benefit of creditors, then Landlord shall have the right to elect by written notice to Tenant to terminate this Sublease and all rights of Tenant hereunder at any time thereafter, and Tenant shall vacate and surrender the Premises but shall remain liable as herein provided. However, if Tenant continues to pay all Rental and perform all other obligations hereunder in a timely manner and shall cause such event to be discharged within 60 days after its occurrence, Landlord shall not terminate this Sublease.

Section 20.03 **TENANT'S OBLIGATION TO AVOID CREDITORS' PROCEEDINGS.** Tenant or Tenant's guarantor, if any, shall not cause or give cause for the appointment of a trustee or receiver of the assets of Tenant or Tenant's guarantor, if any, and shall not make any assignment for the benefit of creditors, or become or be adjudicated insolvent. The allowance of any petition under insolvency law except under the Code or the appointment of a trustee or receiver of Tenant or Tenant's guarantor, if any, or of the assets of either of them, shall be conclusive evidence that Tenant caused, or gave cause therefor, unless such allowance of the petition, or the appointment of a trustee or receiver, is vacated within 90 days after such allowance or appointment. Any act or occurrence described in this Section 20.03 shall be deemed a material breach of Tenant's obligations hereunder, and shall provide Landlord with the right to elect by written notice to Tenant to terminate this Sublease and all rights of Tenant hereunder at any time thereafter, and Tenant shall vacate and surrender the Premises but shall remain liable as herein provided. Landlord does, in addition, reserve any and all other remedies provided in this Sublease or by law.

Section 20.04 **ELECTION TO ASSUME SUBLEASE.** Even though this 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 Chapter 7, 11 or 13 of the Code, and the Trustee or Tenant, as Debtor-In-Possession, 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 Sections 20.05 and 20.07 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 Chapter 7, 11 and 13 of the Code, this Sublease shall thereafter be deemed rejected and terminated in accordance with Section 365(d)(4) 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 Rental by Landlord after the 60th day shall not be deemed a waiver of Landlord's rights herein and under Section 365(d)(4) of the Code, and Landlord's right to be compensated for damages in such bankruptcy case shall survive.

Section 20.05 **CONDITIONS OF ASSUMPTIONS.** No election by the Trustee or Tenant, as Debtor-In-Possession, to assume this Sublease, whether under Chapter 7, 11 and 13 of the Code shall be effective unless each of the following conditions, which Landlord and Tenant acknowledge are commercially reasonable in the context of a bankruptcy proceeding of Tenant, has been satisfied, and Landlord has so acknowledged in writing: (a) Landlord has not terminated this Sublease pursuant to the provisions established herein or under applicable state law, prior to the filing of a case under the Code; (b) the Trustee or Tenant, as Debtor-In-Possession, has cured, or has provided Landlord adequate assurance that within 20 days from the entry of an order granting the Trustee or Tenant, as Debtor-In-Possession, authority to assume, the Trustee or Tenant will cure all defaults hereunder; (c) the Trustee or Tenant, as Debtor-In-Possession, has compensated, or has provided to Landlord adequate assurance that within 20 days from the date of the entry of an order granting authority to assume, Landlord will be compensated for any monetary loss incurred by Landlord arising from the default of the Trustee or Tenant, as Debtor-In-Possession, as

recited in Landlord's written statement of monetary loss sent to the Trustee or Tenant; (d) the Trustee or Tenant, as Debtor-In-Possession, has provided Landlord with adequate assurance of future performance of each of the Tenant's obligations hereunder; (e) no fire, bankruptcy or going-out-of-business sale shall be conducted at any time; (f) the assumption of the Sublease will not: (i) breach any provision in any other lease, mortgage, financing agreement or other agreement by which Landlord or the Authority is bound relating to the Airport, (ii) disrupt, in Landlord's judgment, the tenant mix of the Terminal or any other attempt by Landlord to provide a specific variety of concessions in the Terminal which, in Landlord's judgment, would be most beneficial to all of the subtenants in the Terminal and would enhance the image, reputation, and profitability of the Terminal; and (g) for purposes of this Section, Landlord and Tenant acknowledge that, in the context of a bankruptcy proceeding of Tenant, at a minimum "adequate assurance" shall mean that the Bankruptcy Court shall have entered an Order segregating sufficient cash payable to Landlord or the Trustee or Tenant, as Debtor-In-Possession, and shall have granted a valid perfected first lien and security interest or mortgage in property of Tenant, Trustee or Debtor-In-Possession, acceptable as to value and kind to Landlord to secure Landlord the obligation of the Trustee or Tenant, as Debtor-In-Possession, to cure the monetary or non-monetary defaults under this Sublease within the time periods set forth above.

Section 20.06 **SUBSEQUENT BANKRUPTCY.** In the event that this Sublease is assumed by a Trustee appointed for Tenant or by Tenant as Debtor-In-Possession under the provisions of Section 20.05 hereof and thereafter Tenant is liquidated or files a subsequent Petition for reorganization or adjustment of debts under Chapter 11 or 13 of the Bankruptcy Code, then, and in either of such events, Landlord may, at its option, terminate this Sublease and all rights of Tenant hereunder, by giving Tenant written notice of its election to so terminate, by no later than 30 days after the occurrence of either of such events.

Section 20.07 **ASSIGNMENT.** If the Trustee or Debtor-In-Possession has assumed this Sublease pursuant to the terms and conditions of Sections 20.02 or 20.03, for the purpose of transferring Tenant's interest under this Sublease or the estate created thereby, to any other person, such interest or estate may be so transferred only if Landlord shall acknowledge in writing that the intended transferee has provided adequate assurance of future performance as defined in this Section of all of the terms, covenants and conditions of this Sublease to be performed by Tenant. For purposes of this Section, Landlord and Tenant acknowledge that, in the context of a bankruptcy proceeding of Tenant, at a minimum "adequate assurance of future performance" shall mean that each of the following conditions have been satisfied, and Landlord has so acknowledged in writing: (a) such transferee shall have a net worth equal to or greater than the highest of (i) the net worth of Tenant (and any guarantor) immediately prior to such transfer; (ii) the net worth of Tenant (and any guarantor) on the date of this Sublease, or (iii) such net worth as Landlord determines to be reasonably sufficient to assure the future performance of all obligations under this Sublease; and in each case such net worth shall be evidenced by financial statements prepared by a reputable certified public accountant and otherwise in such form and with such additional information as Landlord may require; (b) the transferee, if requested, shall have obtained guarantees in form and substance satisfactory to Landlord from one or more persons who satisfy Landlord's standards of creditworthiness; (c) the transferee has submitted in writing evidence satisfactory to Landlord of substantial retailing experience in airports comparable to the retail area in the Terminal and in the sale of merchandise and services permitted under this Sublease; (d) Landlord has obtained all consents or waivers from any third party required under the Terminal C Lease, any lease, mortgage, financing arrangement or other agreement by which Landlord is bound to permit Landlord to consent to such transfer; (e) such transferee shall have proven retailing experience and the ability to efficiently and effectively operate the Premises for the same uses and in a manner consistent with at least as high a standard of operation as then exists in the Premises; (f) the business conducted in the Premises by such transferee shall be conducted for the same Permitted Use and under the same trade name required to be used by Tenant pursuant to the terms of this Sublease; (g) the use of the Premises by such transferee shall not violate or create any violation or potential violation of applicable codes, laws or ordinances nor violate any other agreement affecting the Premises, Landlord, the

Authority or other occupants in the Terminal; and (h) the assumption of this Sublease will not (i) breach any provision in any other lease, mortgage, financing agreement or other agreement by which Landlord or the Authority is bound relating to the Terminal, or (ii) disrupt, in Landlord's judgment, the tenant mix of the Terminal or any other attempt by Landlord to provide a specific variety of concessions in the Terminal which, in Landlord's judgment, would be most beneficial to all of the occupants in the Terminal and would enhance the image, reputation, and profitability of the Terminal. Any person or entity to which this Sublease is assigned pursuant to the provisions of the Code shall be deemed without further act or deed to have assumed all of the obligations arising under this Sublease on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Landlord an instrument confirming such assumption.

Section 20.08 **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 20.09 **CONSENT.** Neither Tenant's interest in this Sublease, nor any lesser interest of Tenant herein, nor any estate of Tenant hereby created, shall pass to any trustee, receiver, transferee for the benefit of creditors, or any other person or entity, or otherwise by operation of law under the laws of any state having jurisdiction of the person or property of Tenant unless Landlord and the Authority shall consent to such transfer in writing. No acceptance by Landlord of Rental or any other payments from any such trustee, receiver, transferee, person or other entity shall be deemed to have waived the need to obtain such consent for any transfer of Tenant's interest hereunder.

Section 20.10 **OTHER LAWS.** The provisions of this Article XX concerning the rights of Landlord and the obligations of Trustee, Tenant, Debtor, Receiver, Debtor-In-Possession and assignee are in addition to such rights and obligations provided by law, including those applicable provisions of the Code. Nothing contained in this Article XX shall limit or reduce in any manner whatsoever such rights and obligations which are otherwise provided by law.

ARTICLE XXI
ACCESS BY LANDLORD AND THE AUTHORITY

Section 21.01 **RIGHT OF ENTRY.** Landlord, the Authority and their agents shall have the right to enter the Premises for any reasonable purpose (including inspecting the condition of the Premises) upon reasonable notice to Tenant. Tenant shall cooperate upon receipt of any such notice and arrange for its personnel to be available during any such entry. The Authority and Landlord shall have the further right to enter the Premises 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 Guaranteed Rent, Percentage Rent, Additional Rent 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. If Landlord and/or the Authority exercises the foregoing rights and as a result thereof there is a material adverse effect to Tenant's use and occupancy of the Premises to the extent that Tenant is forced to close its business in the Premises for 2 or more complete consecutive days, Tenant's obligation to pay Guaranteed Rent shall be abated during the period that Tenant is totally prohibited from operating. Upon the reopening of the Premises, which Tenant shall reopen on the day following the cessation of such material adverse effect, Tenant's payment of Guaranteed Rent to Landlord shall immediately recommence on the date of the reopening of the Premises. In exercising such right of entry, Landlord shall use reasonable efforts not to disrupt Tenant's business in the Premises. The Authority or the Landlord or their agents shall have the further right to enter the Premises without notice at any time in the event of emergency. Finally, Landlord, during the last 12 months prior to the expiration of the Term, may enter the Premises for the purpose of exhibiting the same to prospective subtenants 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 or other taxes, assessments, levies, fees and other governmental charges and impositions of every kind of nature, regular or special, direct or indirect, presently 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) Tenant's leasehold interest in the Premises, (ii) 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 Tenant, any concessionaire or licensee of Tenant, and (iii) all alterations, additions, or improvements of whatsoever kind or nature, if any, made to the Premises, by Tenant, or any concessionaire or licensee 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 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 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. Notwithstanding the above, any of Tenant's Taxes under this Section 22.01 shall not be duplicative of any proportionate share of Taxes that Tenant is required to pay pursuant to Section 2.04.

Section 22.02 **LOSS AND DAMAGE.** Except with respect to Landlord's own negligence, neither Landlord nor the Authority shall 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 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.

ARTICLE XXIII
HOLDING OVER

Section 23.01 **HOLDING OVER.** If bona fide negotiations have commenced between Landlord and Tenant for renewal of this Sublease within 180 days prior to the expiration of the Term, any holding over after the expiration of the Term with the written consent of Landlord shall be construed to be a tenancy from month to month and the Guaranteed Rent payable shall be at an amount equal to one-twelfth (1/12th) of the Guaranteed Rent required to be paid by Tenant for the last full Lease Year of the Term, together with Percentage Rent and an amount estimated by Landlord for the monthly Additional Rent payable pursuant hereto, and shall otherwise be on the same terms and conditions as herein specified so far as applicable. Any other holding over after expiration of the Term with the consent of Landlord shall be construed to be a tenancy from month to month pursuant to the terms hereof at one-twelfth (1/12th) of an amount equal to one hundred fifty percent (150%) the Guaranteed Rent required to be paid by Tenant for the last full Lease Year of the Term, together with Percentage Rent and an amount estimated by Landlord for the monthly Additional Rent payable pursuant hereto, and shall otherwise be on the same terms and conditions as herein specified so far as applicable. Any holding over without Landlord's written consent shall entitle Landlord to reenter the Premises as provided in Section 19.01. Tenant shall indemnify, defend and hold harmless Landlord and the Authority from and against any and all loss, claims, demands, liabilities, damages (including, without limitation, consequential damages), costs and/or 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 subtenant 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 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 and the Authority in writing as required by Article XIV.

ARTICLE XXIV
RULES AND REGULATIONS

Section 24.01 **RULES AND REGULATIONS.** Tenant agrees to comply with and observe all reasonable rules and regulations established by the Authority or Landlord from time to time, with respect to the Airport, the Terminal, the Premises or any related matter. Such rules and regulations shall include the Authority's regulations as amended from time to time, and any other rules presently in effect or promulgated from time to time by the Authority. Tenant and its employees shall faithfully observe and comply with any other rules which the Authority or Landlord may from time to time make after notice to Tenant, provided such rules apply to all similarly situated subtenants in the Terminal and are reasonably related to the safety, care, appearance, reputation, operation or maintenance of the Terminal or the Airport or the comfort of subtenants and others using the Airport. Neither the Authority nor Landlord shall have any duty or obligation to enforce such rules or the terms and conditions in any other lease or sublease as against any other tenant and neither the Authority nor Landlord shall be liable to Subtenant for violations of the same by other subtenants, invitees, their servants, employees, contractors, subcontractors and agents. Tenant's failure to keep and observe said rules and regulations shall constitute a 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 Terminal C Lease as well as Tenant's Agreement with the Authority, upon payment by Tenant of Rental 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 hereby demised without hindrance or interruption by Landlord.

ARTICLE XXVI
SECURITY DEPOSIT

Section 26.01 **DEPOSIT.** Tenant shall deposit with the Authority the sum set forth in Tenant's Agreement with the Authority as a security deposit and payment and performance guarantee. The Authority shall retain said sum for the benefit of Landlord and the Authority throughout the Term of this Sublease and the Agreement as security for the faithful performance by Tenant of all of the terms, covenants and conditions of this Sublease and the Agreement. The Agreement shall govern all aspects in connection with the security deposit.

ARTICLE XXVII
MISCELLANEOUS

Section 27.01 **WAIVER; ELECTION OF REMEDIES.** One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent

or approval shall not be deemed to render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant. No breach by Tenant of a covenant or condition hereof shall be deemed to have been waived by Landlord unless such waiver is in writing signed by Landlord. The rights and remedies of Landlord 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 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.** The Data Sheet, and all exhibits and/or addendum(s), if any, attached hereto are hereby made a part hereof, with full force and effect as if set forth herein. This Sublease supersedes all prior agreements between the parties (other than the Terminal C Lease, applicable Permits and Tenant's Agreement with the Authority) and sets forth all the covenants, promises, agreements and 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 and none thereof shall be used to interpret, construe, supplement or contradict this Sublease. Neither Landlord nor its agents have made any representation or warranty regarding the profitability of the Premises, the enplaned passenger and/or airline volume in the Terminal or operating airlines in the Terminal, 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. 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 and consented to in writing by the Authority. Tenant shall pay all of Landlord's costs, expenses and reasonable fees of its attorney(s) in connection with any amendment, change or addition to this Sublease made at the request of or to accommodate Tenant with any such costs, expenses and fees not to exceed $500.00.

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 Rental, 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.** 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", which as used herein shall mean fire, earthquake, hurricane, flood and a similar act of God constituting a natural disaster, explosion, terrorist action, war, executive order of government or similar causes not within the control of the entity being delayed. 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 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 75 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 Rental), whether such condition or delay is claimed by Landlord, the Authority or Tenant, excuse or delay Tenant's payment of any Rental and other charges due hereunder. Further, Landlord's or the Authority's reduction 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 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 (i) United States certified mail, return receipt requested, postage prepaid, (ii) United States express mail, (iii) air courier (such as Federal Express), (iv) personal delivery or (v) any other method creating a receipt, waybill or other indication of delivery, and shall be addressed (a) 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, (b) 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.

Section 27.06 **CAPTIONS AND SECTION NUMBERS.** The captions, section numbers, article numbers and index 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 for brokerage commissions and finder's fees in connection with this Sublease. Such agreement shall survive the termination hereof.

Section 27.08 **RECORDING.** Tenant shall not record this Sublease or any short form or memorandum hereof. Tenant, upon the request of Landlord, shall execute and acknowledge a short form or memorandum of this Sublease for recording purposes, with the recording costs to be borne by Landlord.

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 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 reflecting Tenant's then current financial condition. Landlord shall treat such financial statements and information provided to it pursuant to Articles III and IV hereof confidentially, and shall not disclose them except to the Authority, Landlord's lenders or otherwise as reasonably necessary for the operation of the Terminal or administration of Landlord's or the Authority'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; and (b) 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 the Authority or to any successor operator to Landlord in the Terminal in the event of the expiration, termination or assignment of the Terminal C Lease without notice to Tenant.

Section 27.12 **FLOOR AREA.** 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: (i) 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 (ii) 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" as published in the Wall Street Journal or successor publication; or (b) the maximum rate then allowed under the laws of the State of New Jersey 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. Interest on any amounts due from Tenant to the Authority shall be calculated and paid in accordance with Tenant's Agreement with the Authority.

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 rents or other income 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 member, shareholder, commissioner, director, officer, agent or employee of the Authority or Landlord shall be charged personally or held contractually liable under any term or provision of this Sublease and/or Tenant's Agreement with the Authority or because of any breach thereof or because of the execution or attempted execution of this Sublease or Tenant's Agreement with the Authority. Landlord and the Authority (including the members, shareholders, commissioners, directors, officers, agents or employees of either of them) 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 **APPLICATION OF PAYMENTS; ACCORD AND SATISFACTION.** All payments received by Landlord shall be credited and be deemed to be on account of the Rental and other charges first then due. No statements or endorsements on any check or any letter accompanying any check or payment of Rental or other charges shall be deemed an accord and satisfaction of any debt or obligation of Tenant hereunder. 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 Rental and other charges due from Tenant after receipt of any such check or payment or to pursue any other remedy provided herein or by law.

Section 27.16 **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 Agreement executed by the Authority.

Section 27.17 **GOVERNING LAW.** This Sublease shall be governed by and construed in accordance with laws of the State of New Jersey. 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 27.18 **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 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 27.19 **SURVIVAL OF TENANT'S 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, concessionaires, licensees and subcontractors and Tenant shall cause any such persons or entities to comply therewith and include any applicable provisions in any agreements, contracts, subcontracts or the like entered into by Tenant with respect to its activities and operations in the Premises, the Terminal and the Airport.

Section 27.20 **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 and licensees of Tenant and with all the terms and conditions of this Sublease, which terms and conditions shall be applicable to concessionaires, franchisees and licensees as fully as if they were the Tenant hereunder; and failure by a concessionaire, franchisee 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 or the Authority 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 27.21 **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 except as required to be disclosed by law. The Authority shall be permitted to disclose any and all such information consistent with its policies and procedures as such determination is made by the Authority in its sole and absolute discretion; and, in addition, Landlord or the Authority shall be permitted to divulge the contents of statements and reports derived and received in connection with the provisions of Article III and Article IV in connection with any contemplated sales, transfers, assignments, encumbrances or financing

arrangements of Landlord's or the Authority's interest in the Terminal C Lease, the Airport or the Terminal or in connection with any administrative or judicial proceedings in which Landlord or the Authority is involved where Landlord or the Authority may be required to divulge such information.

Section 27.22 **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 or 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 20 days after written demand.

Section 27.23 **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 waive 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 27.24 **A.D.A. COMPLIANCE.** Tenant agrees that within the Premises Tenant shall be fully and solely responsible for compliance with the Americans with Disabilities Act (42 U.S.C. Sec. 12101 et. seq.), and the regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto. Further, Tenant agrees to construct its Fixed Improvements and install its Operating Equipment and operate the Premises so that the Premises shall at all times accommodate customers with luggage.

Section 27.25 **SECURITY.** Tenant shall be fully responsible, at its sole cost, for providing security for the Premises with no right of reimbursement from either Landlord or the Authority. Notwithstanding the foregoing, Tenant shall take such reasonable security precautions with respect to the Premises and its operations and personnel as Landlord or the Authority, in their discretion may require from time to time.

Section 27.26 **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 G and as set forth in Tenant's Agreement with the Authority.

Section 27.27 **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 and the Authority (to be followed by written notice and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. 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 and/or the Authority (i) physically interferes with the operation of the Terminal or the Airport, or (ii) physically interferes with access between the Premises

and any portion of the Terminal or the Airport, by the public, or (iii) physically interferes with access to other areas of the Terminal or the Airport, by the public, or (iv) physically interferes with the operations of other subtenants, concessionaires, lessees or licensees at the Terminal or the Airport, or (v) 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 and/or the Authority shall have the right at any time during the continuance thereof, by 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 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 Rental under any circumstances whatsoever unless otherwise approved in writing by Landlord determined in its sole and absolute discretion.

Section 27.28 **CROSS DEFAULT.** Notwithstanding anything to the contrary contained in this Sublease, a default of Tenant's obligations under the provisions of any other sublease 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 and at law.

Section 27.29 **AIRPORT SECURITY.** Tenant, its agents, employees, contractors and subcontractors shall be familiar with, comply with and conduct all their activities and operations hereunder in accordance with all regulations and directives of Landlord, the Authority and the Federal Aviation Administration ("FAA") with respect to maintaining Airport security. Tenant agrees with Landlord and the Authority to require each of its employees to attend an appropriate training seminar that may be required as a condition of employment. Each of Tenant's employees shall be eligible to apply for the appropriate identification badge for the Terminal C Concession Program ("TCCP Badge"). Tenant agrees that at all times Tenant shall have a sufficient number of its employees that have obtained and are holding currently issued TCCP Badges in order to efficiently conduct its business in the Terminal. Landlord assumes no responsibility for providing escorts within the Terminal for Tenant's benefit if Tenant fails to have a sufficient number of employees so badged nor does the Authority assume any such responsibility for providing escorts. The TCCP Badge will contain the employee's ID number, photograph, name and social security number, store name and expiration date (issued for maximum of 1 year). Tenant hereby agrees to require all employees to wear and properly display the TCCP Badge at all times while in the Airport. The TCCP Badge shall be obtained from Landlord or its designated security agent by Tenant for each of its employees, at Tenant's sole cost and expense, and all fees for background checks, fingerprinting (if necessary), application processing and production of the TCCP Badge shall be as set from time to time by Landlord and shall be paid in advance by Tenant. The TCCP Badge shall allow access to certain secured areas in the operations level of the Terminal which includes employee locker areas, offices, storage rooms, employee cafeteria and a portion of the loading dock area. The TCCP Badge shall not permit access to other secured areas of the Airport including the aeronautical operations area ("AOA"), any exterior ramps or access to the exterior portion of the loading dock area. Access to any such prohibited areas shall only be permitted when accompanied by an Authority badged escort. If Tenant fails to strictly comply with any of the obligations required of Tenant hereunder as well as all requirements imposed under federal law, including, but not limited to the FAA's and the Authority's rules and regulations, or fails to provide adequate and complete information and documentation to either Landlord, the Authority or the FAA immediately upon request, such failure shall be deemed a material default and a material breach by Tenant of the terms and conditions hereof and as a result thereof Tenant may be subject to fines and penalties imposed by the FAA as well as any other remedies available to Landlord hereunder or by law.

(a) TCCP Badge Application and Processing. Tenant shall obtain the required application from Landlord or its designated agent. Each application shall be completed on behalf of each employee

containing all of the required information under FAA regulations including, but not limited to, a 10-year employment history, the most previous 5 years being verified by Landlord's designated security agent and all information must be true, complete and accurate in all respects. All information provided on the application shall be typewritten and must be reviewed with Landlord or the appropriate badging authority at least 7 days prior to the scheduled start date for each employee of Tenant. Tenant shall pay all fees in advance during each badging process. All employee badges shall be delivered to the Premises after processing has been completed and the TCCP Badge issued. The FAA conducts ongoing, spot audits of all documentation required to be maintained by Tenant for its employees at the Airport. Tenant must provide Landlord and the Authority with true, accurate and complete copies of all required and necessary documentation that Tenant has obtained, providing evidence that Tenant has verified each employee's employment and/or education history, when requested from time to time.

(b) Tenant Certification Report. Tenant's management representative employed at the Premises shall provide to Landlord or its designated agent, on a monthly basis, with a report certifying all employees holding TCCP badges, each such employee's social security number, the expiration date of each TCCP Badge previously issued and reporting any TCCP Badges that were not recovered from any of Tenant's employees when employment at the Premises was terminated. Such monthly certification report shall be submitted no later than the 20th day of each calendar month. Failure to deliver such report within such time frame shall subject Tenant to a daily penalty of $50.00 until each monthly certification report is properly delivered. Tenant shall be solely responsible for any penalties for failure to return any and all expired and terminated employees' TCCP badges.

(c) Tenant's Indemnification and Assumption of Liability. Tenant shall be responsible for ensuring that none of its employees fails to wear their TCCP Badges at all times when within the Airport or enters into any secured area without the proper type of security identification badge and assumes all liability for violation of FAA regulations by its employees including, but not limited to, fines that may be imposed by the FAA, the Authority and/or Landlord for any such failures. Tenant hereby covenants and agrees with Landlord and the Authority that Tenant shall indemnify, defend and hold harmless Landlord, the Authority and their respective agents and employees from and against any and all liabilities, claims, costs, damages, demands, expenses, fees, fines, penalties, suites, 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 federal law, including, but not limited to, the FAA's and the Authority's rules and regulations concerning the subject matter set forth in this Section 27.29.

(d) Authority Security ID Badge. If it is deemed absolutely necessary for any of Tenant's employees to obtain access to other restricted areas of the Airport via an Authority Security ID Badge for the sole purpose of performing valid aspects of Tenant's operation of its business, Tenant shall obtain all applications and badges from the Authority in accordance with the Computerized Security System ID Card Procedures Manual as the same is issued and amended from time to time. Issuance of any such Authority badges shall be determined in the sole discretion of the Authority.

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:

_____

a _____

By: _____

Print Name: _____

Its: _____

ATTEST:

By: _____

Print Name: _____

Its: _____

LANDLORD:

CONTINENTAL AIRLINES, INC.
a Delaware corporation

By: _____

Print Name: _____

Its: _____

Newark Sublease Form #6.doc

EXHIBIT A-1

[GENERAL SITE PLAN OF NEWARK INTERNATIONAL AIRPORT]

Newark International Airport

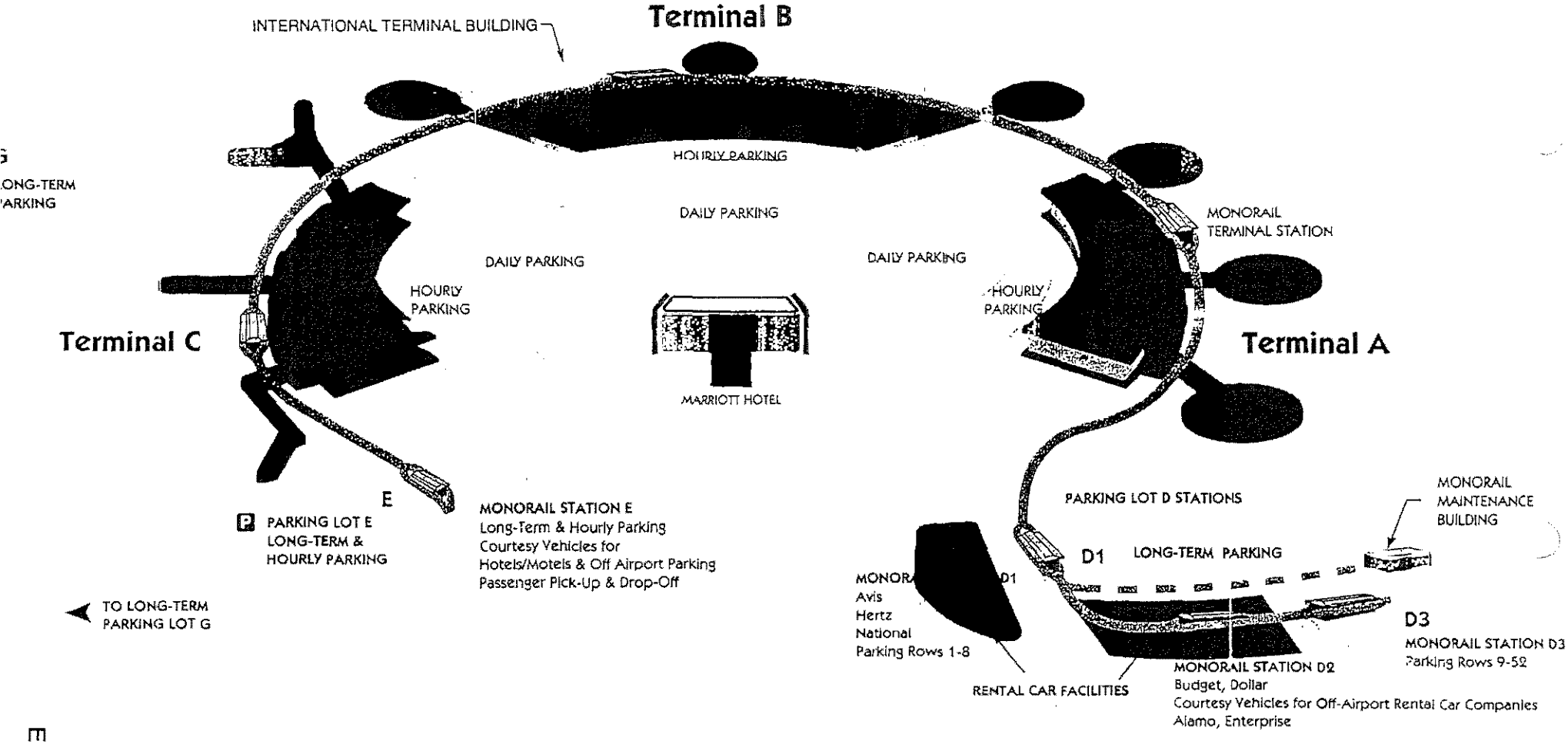

EXHIBIT A 1

EXHIBIT A-2

[WESTFIELD CADD GENERATED TERMINAL C PLAN AND PREMISES FLOOR PLAN]

EXHIBIT B

DESIGN AND CONSTRUCTION REQUIREMENTS

EXHIBIT B

DESIGN AND CONSTRUCTION REQUIREMENTS

I. INTRODUCTION AND DEFINITIONS.

A. Landlord or its predecessor-in-interest constructed 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. Landlord shall have the right to perform the safe removal, encapsulation, enclosure or other disposition of asbestos, polychlorinated biphenyls or other hazardous or toxic materials (collectively, "Hazardous Materials") that exist within the Premises as of the date Tenant is delivered possession of the Premises. Landlord shall remediate or remove (or reimburse Tenant for the reasonable costs incurred by Tenant) any such pre-existing Hazardous Materials that Landlord determines, in its discretion, is necessary for Tenant to perform Tenant's Work. If Tenant encounters any such pre-existing Hazardous Materials during the performance of Tenant's Work for the initial construction of the Premises, Tenant shall immediately notify Landlord 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 Hazardous Materials so encountered until Landlord has determined whether it is necessary to remediate or remove the same.

B. The term Landlord's Work shall mean Landlord's total responsibility for construction of improvements within the Terminal as set forth in this Exhibit B. The cost of Landlord's Work shall be borne as set forth in this Exhibit B. Landlord's Work shall be of a design, type, size, location, quality and nature as may be selected by Landlord from time to time. Any item of work necessary to complete the Premises which is not hereinafter specifically included as part of Landlord's Work under this Exhibit B 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 demolish any existing improvements located within the Premises, if any, required to return the Premises to a shell condition (including, but not limited to, removal of ceiling grids, finish materials, storefront, light fixtures, partitions (excluding demising partitions) and all existing utility systems and components that will not be reused to serve the Premises) and to complete the Premises, except those items of work that are specifically included under this Exhibit B as part of Landlord's Work.

II. GENERAL REQUIREMENTS AND PROVISIONS.

A. Tenant's Work shall be subject to Landlord'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 Landlord's design criteria for the Terminal ("Tenant Design Criteria and Handbook") and with all of the requirements set forth in the most current edition of the Authority's Tenant's Construction or Alteration Application and other various documents and requirements of the Authority pertaining to Tenant's construction within the Terminal ("TAA"). All details and information contained in either the Tenant Design Criteria and Handbook or the TAA, 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 Design Criteria and Handbook, the TAA and its process requirements are incorporated herein and made a part of this Exhibit B and the

Sublease. This Exhibit B, the Tenant Design Criteria and Handbook, the TAA and its 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 B.

2. The Tenant Design Criteria and Handbook.

3. The TAA and its process requirements.

4. Tenant's Final Drawings, as approved by Landlord 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 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 remodeling and alterations and any and all remodeling and alterations required of Tenant by Landlord or the Authority under the applicable provisions of the Sublease shall be performed in accordance with all of the requirements set forth in this Exhibit B and the most current editions of the Tenant Design Criteria and Handbook and the TAA.

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 leasehold improvements and Operating Equipment necessary to complete the Premises as required to provide the retail concession services within the Terminal as provided in the Sublease. Such investment shall be subject to the detailed review and approval by Landlord and the Authority 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 27.27 hereof; (ii) insurance coverage and suretyship reasonably satisfactory to Landlord and the Authority for the protection of Landlord, 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 Terminal C Lease, the Sublease, this Exhibit B, Tenant Design Criteria and Handbook, Tenant's Agreement with the Authority and the TAA; and (iv) for all Fixed

Improvements and other 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 the Authority, each of which shall name Landlord 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 G and shall require the inclusion of such provisions in all contracts and subcontracts relating in any way to Tenant's Work.

III. LANDLORD'S WORK.

A. Landlord's Work to be performed or provided at Landlord's sole cost and expense shall be limited to the following:

1. Landlord shall not have any obligation to improve any portion of the Premises, it being expressly understood and agreed to by Tenant that the Premises are being delivered by Landlord to Tenant in its then existing "AS IS" "WHERE LOCATED" condition; provided, however, if applicable, Landlord may perform the safe remediation or removal of any pre-existing Hazardous Materials located within the Premises as set forth in Part I. A. above of this Exhibit B

2. Public use service corridors, if any, which have not been previously provided by Landlord, located as required by code or as selected by Landlord, with such corridor walls, if any, finished on the corridor side only.

B. Landlord may, but shall not be required, to provide additional items of basic building shell or utility conduit services for the Premises as part of Landlord's Work. If applicable, such additional items, if any, shall be provided in accordance with Landlord'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 Design Criteria and Handbook and the TAA and submit them to Landlord and the Authority (if the Authority determines to review Conceptual Plans) for approval, such approval to be in determined in their sole discretion. The Conceptual Plans must be submitted to Landlord not later than 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:

Demolition Plans: To include details showing all work necessary or required to demolish any existing improvements located within the Premises, if any, required to return the Premises to a shell condition (including, but not limited to, removal of ceiling grids, finish materials, storefront, light fixtures, partitions (excluding demising partitions) and all existing utility systems and components that will not be reused to serve the Premises).

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.

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.

Mechanical, Engineering and Plumbing: Connections to base building systems and locations of piping, ductwork, equipment and materials; catalog cuts and/or details for the make, model and capacity of all new equipment including location and electrical requirements; location or return air systems; incorporation of all applicable design criteria; floor plan and riser diagram for all new plumbing fixtures; show interface with base building smoke control system and building automation system.

Signage Drawings: The shape, size, color and location of signs, and a description of all methods of fabrication, installation and construction.

Fire Suppression System: Sprinkler head layout and connection point to the base building system; location of all smoke detectors, pull stations, alarm bells and fire extinguishers; interior fixtures, shelving, etc., that may affect sprinkler discharge; and any and all changes to the wet sprinkler supply system.

Fire Alarm System: Plans showing all initiating and indication devices in accordance with the Authority's fire alarm design criteria; compliance with Landlord, the Authority and State of New Jersey requirements and ADA; locations of addressable smoke detectors, duct smoke detectors, etc.

Electrical Drawings: Floor plans showing outlets; other electrical equipment; location of panelboard and switchboards; projected electrical loads; and incorporation of applicable design criteria contained in the electrical requirements.

Reflected Ceiling Plans: Showing types and electrical connections for lighting fixtures.

Special Systems: Including telephone and data transmission line systems, fire alarm system, 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 Landlord'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.

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 Design Criteria and

Handbook and the TAA. 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 10 days after receipt of Landlord's modifications. Tenant shall follow the steps as outlined in the Tenant Design Criteria and Handbook for submitting the Conceptual Plans required for the Tenant.

C. Tenant shall prepare final drawings and specifications ("Final Drawings") which are based on the Landlord approved Conceptual Plans for the Premises as described in the Tenant Design Criteria and Handbook within 30 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 Jersey, at a minimum, include the following:

Demolition Plans: To include details showing all work necessary or required to demolish any existing improvements located within the Premises, if any, required to return the Premises to a shell condition (including, but not limited to, removal of ceiling grids, finish materials, storefront, light fixtures, partitions (excluding demising partitions) and all existing utility systems and components that will not be reused to serve the Premises).

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 Design Criteria and Handbook and the TAA 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; 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 Design Criteria and Handbook, the TAA 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 Landlord'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 Design Criteria and Handbook and the TAA.

D. Tenant shall submit to the Landlord 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 Design Criteria and Handbook and the TAA.

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 10 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 Design Criteria and Handbook and the TAA for the required permitting process.

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 Jersey 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, the Landlord or the Tenant occupying the Premises; (iii) obtain all required manufacturers' guarantees, maintenance manuals and other pertinent documents; and (iv) furnish to Landlord one (1) set of mylar "as-built" drawings (and preferably specifications) and Computer Aided Drafting and Design (CADD) drawings, duly

certified by a New Jersey registered architect or registered engineer, no later than 90 days after opening for business in the Premises.

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 B and the Tenant Design and Construction Procedures.

J. Tenant shall not be permitted to commence any work until all requirements of the Tenant Design Criteria and Handbook, the TAA and this Exhibit B have been completed.

K. Security clearance must be completed as required by the Authority.

L. A construction deposit of a minimum of $5,000.00 will be required from Tenant's general contractor and shall not be released by Landlord until after satisfactory completion of all requirements of this Exhibit B and the documents referenced herein and approval by both Landlord's and the Authority's on-site construction supervision personnel specifying that all of Tenant's Work has been completed and accepted by Landlord and the Authority.

M. During the construction periods at the Terminal, the Landlord, Tenant and their agents, servants, employees and contractors 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, Landlord, Tenant and their respective agents, consultants and employees, contractors and subcontractors shall observe all applicable rules and regulations and applicable directives imposed by the Authority at the Airport as to the conduct of their work. Tenant and its agents shall be responsible for securing, keeping and maintaining all of their equipment, materials, supplies, tools, work trailers and the like within the Tenant's Premises, or within a defined staging area for the exclusive purpose of supporting the Tenant's Premises construction, subject to Landlord 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 Design Criteria and Handbook and the TAA.

N. All policies of insurance and bonds addressed in this Sublease shall be issued for the protection of the Landlord, Tenant and the Authority, in accordance with their respective insurable interest. The terms of the policies and bonds and the insurer or surety shall be subject to the reasonable approval of Landlord and the Authority.

O. Tenant shall provide, maintain and identify the Authority and the Landlord as an additional insured, with respect to the insurance protection required under the provisions outlined in the Sublease.

P. Construction Costs:

(i) 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.

(ii) The Authority, Landlord, or an independent professional firm retained by the Authority or Landlord, may audit costs associated with the construction, modification or renovation of the

Premises. In this regard, the Authority, Landlord and/or their auditing firm shall have the right upon 7 days advance request by the Authority or Landlord during the Term hereof and for such longer period as required in Tenant's Agreement with 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 the Tenant who shall make all construction records available to the Authority or Landlord within the Port of New York District for examination, audit, or reproduction, upon 7 days advance request by the Authority 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 Landlord'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 $75.00 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.

VI. PROGRESS MEETINGS; MISCELLANEOUS.

A. Representatives of Landlord (or its agent) 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 monthly.

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, 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 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 requirements and Permits for the performance of Tenant's Work.

EXHIBIT B

DESIGN AND CONSTRUCTION REQUIREMENTS

I. INTRODUCTION AND DEFINITIONS.

A. Landlord or its predecessor-in-interest constructed 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. Landlord shall have the right to perform the safe removal, encapsulation, enclosure or other disposition of asbestos, polychlorinated biphenyls or other hazardous or toxic materials (collectively, "Hazardous Materials") that exist within the Premises as of the date Tenant is delivered possession of the Premises. Landlord shall remediate or remove (or reimburse Tenant for the reasonable costs incurred by Tenant) any such pre-existing Hazardous Materials that Landlord determines, in its discretion, is necessary for Tenant to perform Tenant's Work. If Tenant encounters any such pre-existing Hazardous Materials during the performance of Tenant's Work for the initial construction of the Premises, Tenant shall immediately notify Landlord 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 Hazardous Materials so encountered until Landlord has determined whether it is necessary to remediate or remove the same.

B. The term Landlord's Work shall mean Landlord's total responsibility for construction of improvements within the Terminal as set forth in this Exhibit B. The cost of Landlord's Work shall be borne as set forth in this Exhibit B. Landlord's Work shall be of a design, type, size, location, quality and nature as may be selected by Landlord from time to time. Any item of work necessary to complete the Premises which is not hereinafter specifically included as part of Landlord's Work under this Exhibit B 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 B as part of Landlord's Work.

II. GENERAL REQUIREMENTS AND PROVISIONS.

A. Tenant's Work shall be subject to Landlord'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 Landlord's design criteria for the Terminal ("Tenant Design Criteria and Handbook") and with all of the requirements set forth in the most current edition of the Authority's Tenant's Construction or Alteration Application and other various documents and requirements of the Authority pertaining to Tenant's construction within the Terminal ("TAA"). All details and information contained in either the Tenant Design Criteria and Handbook or the TAA, 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 Design Criteria and Handbook, the TAA and its process requirements are incorporated herein and made a part of this Exhibit B and the Sublease. This Exhibit B, the Tenant Design Criteria and Handbook, the TAA and its 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 B.

2. The Tenant Design Criteria and Handbook.

3. The TAA and its process requirements.

4. Tenant's Final Drawings, as approved by Landlord 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 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 remodeling and alterations and any and all remodeling and alterations required of Tenant by Landlord or the Authority under the applicable provisions of the Sublease shall be performed in accordance with all of the requirements set forth in this Exhibit B and the most current editions of the Tenant Design Criteria and Handbook and the TAA.

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 leasehold improvements and Operating Equipment necessary to complete the Premises as required to provide the retail concession services within the Terminal as provided in the Sublease. Such investment shall be subject to the detailed review and approval by Landlord and the Authority 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 27.27 hereof; (ii) insurance coverage and suretyship reasonably satisfactory to Landlord and the Authority for the protection of Landlord, 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 Terminal C Lease, the Sublease, this Exhibit B, Tenant Design Criteria and Handbook, Tenant's Agreement with the Authority and the TAA; and (iv) for all Fixed Improvements and other 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 the Authority, each of which shall name Landlord 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 G and shall require the inclusion of such provisions in all contracts and subcontracts relating in any way to Tenant's Work.

III. LANDLORD'S WORK.

A. Landlord's Work to be performed or provided at Landlord's sole cost and expense shall be limited to the following:

1. A basic building shell for the Premises (for in-line specialty retail concession facility locations only) to Landlord's specifications. The basic building shell shall only include the installation of metal studs, centered upon the lease lines of the Premises, as may be required to separate the Premises from adjacent retail concession facilities and/or public areas within the Terminal. Landlord shall also provide a rough concrete floor slab within the Premises for such in-line specialty retail concession facility locations only. Landlord shall not 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 for placement of Tenant's utility lines and facilities to Landlord's specifications shall be provided from the Terminal's base building system sources and shall be stubbed to the lease lines of the Premises or areas adjacent thereto in locations selected by Landlord. These shall consist of HVAC (for in-line specialty retail concession facility locations), electric conduit (for all specialty retail concession facility locations), and fire sprinkler systems (for in-line and wall-shop specialty retail concession facility locations). Tenant shall be responsible for the installation of any required utility submeters as part of Tenant's Work. If Landlord so deems, fire sprinkler stub in may be in the form of existing sprinkler coverage to be modified by Tenant as part of Tenant's Work.

3. Public use service corridors, if any, which have not been previously provided by Landlord, located as required by code or as selected by Landlord, with such corridor walls, if any, finished on the corridor side only.

B. Landlord may, but shall not be required, to provide additional items of basic building shell or utility conduit services for the Premises as part of Landlord's Work. If applicable, such additional items, if any, shall be provided in accordance with Landlord'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 Design Criteria and Handbook and the TAA and submit them to Landlord and the Authority (if the Authority determines to review Conceptual Plans) for approval, such approval to be in determined in their sole discretion. The Conceptual Plans must be submitted to Landlord not later than 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.

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.

Mechanical, Engineering and Plumbing: Connections to base building systems and locations of piping, ductwork, equipment and materials; catalog cuts and/or details for the make, model and capacity of all new equipment including location and electrical requirements; location or return air systems; incorporation of all applicable design criteria; floor plan and riser diagram for all new plumbing fixtures; show interface with base building smoke control system and building automation system.

Signage Drawings: The shape, size, color and location of signs, and a description of all methods of fabrication, installation and construction.

Fire Suppression System: Sprinkler head layout and connection point to the base building system; location of all smoke detectors, pull stations, alarm bells and fire extinguishers; interior fixtures, shelving, etc., that may affect sprinkler discharge; and any and all changes to the wet sprinkler supply system.

Fire Alarm System: Plans showing all initiating and indication devices in accordance with the Authority's fire alarm design criteria; compliance with Landlord, the Authority and State of New Jersey requirements and ADA; locations of addressable smoke detectors, duct smoke detectors, etc.

Electrical Drawings: Floor plans showing outlets; other electrical equipment; location of panelboard and switchboards; projected electrical loads; and incorporation of applicable design criteria contained in the electrical requirements.

Reflected Ceiling Plans: Showing types and electrical connections for lighting fixtures.

Special Systems: Including telephone and data transmission line systems, fire alarm system, 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 Landlord'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.

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 Design Criteria and Handbook and the TAA. 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 10 days after receipt of Landlord's modifications. Tenant shall follow the steps as outlined in the Tenant Design Criteria and Handbook for submitting the Conceptual Plans required for the Tenant.

C. Tenant shall prepare final drawings and specifications ("Final Drawings") which are based on the Landlord approved Conceptual Plans for the Premises as described in the Tenant Design Criteria and Handbook within 30 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 Jersey, at a minimum, 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 Design Criteria and Handbook and the TAA 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; 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 Design Criteria and Handbook, the TAA 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 Landlord'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 Design Criteria and Handbook and the TAA.

D. Tenant shall submit to the Landlord 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 Design Criteria and Handbook and the TAA.

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 10 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 Design Criteria and Handbook and the TAA for the required permitting process.

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 Jersey 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, the Landlord or the Tenant occupying the Premises; (iii) obtain all required manufacturers' guarantees, maintenance manuals and other pertinent documents; and (iv) furnish to Landlord one (1) set of mylar "as-built" drawings (and preferably specifications) and Computer Aided Drafting and Design (CADD) drawings, duly certified by a New Jersey registered architect or registered engineer, no later than 90 days after opening for business in the Premises.

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 B and the Tenant Design and Construction Procedures.

J. Tenant shall not be permitted to commence any work until all requirements of the Tenant Design Criteria and Handbook, the TAA and this Exhibit B have been completed.

K. Security clearance must be completed as required by the Authority.

L. A construction deposit of a minimum of $5,000.00 will be required from Tenant's general contractor and shall not be released by Landlord until after satisfactory completion of all requirements of this Exhibit B and the documents referenced herein and approval by both Landlord's and the Authority's on-site construction supervision personnel specifying that all of Tenant's Work has been completed and accepted by Landlord and the Authority.

M. During the construction periods at the Terminal, the Landlord, Tenant and their agents, servants, employees and contractors 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, Landlord, Tenant and their respective agents, consultants and employees, contractors and subcontractors shall observe all applicable rules and regulations and applicable directives imposed by the Authority at the Airport as to the conduct of their work. Tenant and its agents shall be responsible for securing, keeping and maintaining all of their equipment, materials, supplies, tools, work trailers and the like within the Tenant's Premises, or within a defined staging area for the exclusive purpose of supporting the Tenant's Premises construction, subject to Landlord 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 Design Criteria and Handbook and the TAA.

N. All policies of insurance and bonds addressed in this Sublease shall be issued for the protection of the Landlord, Tenant and the Authority, in accordance with their respective insurable interest. The terms of the policies and bonds and the insurer or surety shall be subject to the reasonable approval of Landlord and the Authority.

O. Tenant shall provide, maintain and identify the Authority and the Landlord as an additional insured, with respect to the insurance protection required under the provisions outlined in the Sublease.

P. Construction Costs:

(i) 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.

(ii) The Authority, Landlord, or an independent professional firm retained by the Authority or Landlord, may audit costs associated with the construction, modification or renovation of the Premises. In this regard, the Authority, Landlord and/or their auditing firm shall have the right upon 7 days advance request by the Authority or Landlord during the Term hereof and for such longer period as required in Tenant's Agreement with 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 the Tenant who shall make all construction records available to the Authority or Landlord within the Port of New York District for examination, audit, or reproduction, upon 7 days advance request by the Authority 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 Landlord'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 $75.00 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.

VI. PROGRESS MEETINGS; MISCELLANEOUS.

A. Representatives of Landlord (or its agent) 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 monthly.

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, 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 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 requirements and Permits for the performance of Tenant's Work.

EXHIBIT C

[PANYNJ SUBTENANT AGREEMENT FORM]

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

EXHIBIT C

:For Port Authority Use Only :
:
:_____:

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
One World Trade Center
New York, New York 10048

PRIVILEGE PERMIT

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

1. **FACILITY:** **Newark International Airport**

2. **PERMITTEE:**

3. **PERMITTEE'S ADDRESS:**

4. **PERMITTEE'S REPRESENTATIVE:**

5. **PRIVILEGE:**

6. **FEES:**

7. **EFFECTIVE DATE:**

8. **EXPIRATION DATE:** unless sooner revoked as provided in Section 1 of the following Terms and Conditions.

9. **ENDORSEMENTS: 2.8, 3.1, 4.1, 4.5, 6.1, 8.0, 9.1, 9.5, 9.6, 10.2, 14.1, 16.1, 17.1, 19.3, 21.1, 23.1, 28 and SPECIAL**

Dated:_____

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By_____

(Title)_____

CONSENTED AND AGREED TO
BY CONTINENTAL AIRLINES, INC.

_____
Permittee

By _____

(Title) _____

By_____

(Title)_____

TERMS AND CONDITIONS

1. The permission granted by this Permit shall take effect upon the effective date hereinbefore set forth. Notwithstanding any other term or condition hereof, it may be revoked at any time by the Port Authority, with or without cause, and with or without prior notice. Unless sooner revoked, such permission shall expire in any event upon the expiration date hereinbefore set forth. Revocation shall not relieve the Permittee of any liabilities or obligations hereunder which shall have accrued on or prior to the effective date of revocation.

2. The rights granted hereby shall be exercised

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

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

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

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

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

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

4. The operations of the Permittee, its employees, invitees and those doing business with it shall be conducted in an orderly and proper manner and so as not to annoy, disturb or be offensive to others at the Facility. The Permittee shall provide and its employees shall wear or carry badges or other suitable means of identification and the employees shall wear appropriate

uniforms. The badges, means of identification and uniforms shall be subject to the written approval of the Manager of the Facility. The Port Authority shall have the right to object to the Permittee regarding the demeanor, conduct and appearance of the Permittee's employees, invitees and those doing business with it, whereupon the Permittee will take all steps necessary to remove the cause of the objection.

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

The Permittee, its employees, invitees and others doing business with it shall have no right hereunder to park vehicles within the Facility beyond a reasonable loading or discharging time, except in regular parking areas and upon payment of the regular charges therefor.

6. The Permittee shall indemnify and hold harmless the Port Authority, its Commissioners, officers, employees and representatives, from all claims and demands of third persons including but not limited to claims and demands for death or personal injuries, or for property damages, arising out of any of the operations, acts or omissions of the Permittee hereunder; this indemnity shall extend to and include the contractual obligation of indemnity, if any, undertaken by the Port Authority in favor of the lessor, if any, of the Facility.

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

8. Any property of the Permittee placed on or kept at the Facility by virtue of this Permit shall be removed on or before the expiration of the permission hereby granted. In the event of revocation, the Permittee shall have two days, exclusive of Saturdays, Sundays and legal holidays (as determined by the laws of the State of New Jersey or of the State of New York, as the case may require), after the effective date of revocation, in which to remove such property.

If the Permittee shall so fail to remove such property upon the expiration or revocation hereof, the Port Authority may at its option, as agent for the Permittee and at the risk and expense of the Permittee, remove such property to a public warehouse, or may retain the same in its own possession, and in either event after the expiration of thirty days may sell the same at public auction; the proceeds of any such sale shall be applied first to the expenses of removal, sale and

storage, second to any sums owed by the Permittee to the Port Authority; any balance remaining shall be paid to the Permittee. Any excess of the total cost of removal, storage and sale over the proceeds of sale shall be paid by the Permittee to the Port Authority upon demand.

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

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

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

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

13. As used herein:

(a) The term "Executive Director" shall mean the person or persons from time to-time designated by the Port Authority to exercise the powers and functions vested in the Executive Director by this Permit; but until further notice from the Port Authority to the

Permittee, it shall mean the Executive Director of the Port Authority for the time being, or his duly designated representative or representatives.

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

14. A bill or statement may be rendered and any notice or communication which the Port Authority may desire to give the Permittee shall be deemed sufficiently rendered or given, if the same is in writing and sent by registered mail-addressed to the Permittee at the address specified on the first page hereof or at the address that the Permittee may have most recently substituted therefor by notice to the Port Authority, or left at such address, or delivered to the representative of the Permittee, and the time of rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is mailed, left or delivered as herein provided. Any notice from the Permittee to the Port Authority shall be validly given if sent by registered mail addressed to the Executive Director of the Port Authority at One World Trade Center, New York, New York 10048, or at such other address as the Port Authority shall hereafter designate by notice to the Permittee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Permittee shall

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

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

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

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

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

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

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

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

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

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

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

STANDARD ENDORSEMENT NO. 9.6
AFFIRMATIVE ACTION
Airports

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 restroom facilities and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work for the Permittee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) The Permittee in its own name as insured shall secure and pay the premium or premiums for such of the following policies of insurance affording those coverages as to which minimum limits are fixed in the schedule set forth below. Each such policy shall be maintained in at least the limit fixed with respect thereto, shall cover the operations of the Permittee under this Permit, and shall be effective throughout the term of the letting.

SCHEDULE

	Policy	Minimum Limit
(1)	Comprehensive general liability insurance (to include contractual liability endorsement)	
	(i) Bodily-injury liability:	
	For injury or wrongful death to one person:	$ _____
	For injury or wrongful death to more than one person in any one occurrence:	$ _____
	(ii) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$ _____
	(iii) Products liability:	$ _____
(2)	Automotive liability insurance:	
	(i) Bodily-injury liability	
	For injury or wrongful death to one person:	$ _____
	For injury or wrongful death to more than one person in any one occurrence:	$ _____
	(ii) Property-damage liability:	
	For all damages arising out of injury to or destruction of property in any one occurrence:	$ _____
(3)	Plate and mirror glass insurance, covering all plate and mirror glass in the premises, and the lettering, signs, or decorations, if any, on such plate and mirror glass:	$ _____
(4)	Boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Lessee in the premises:	$ _____
(5)	"Additional Interest" policy of boiler and machinery insurance, covering all boilers, pressure vessels and machines operated by the Lessee in the premises:	$ _____
(6)	Garagekeepers' legal liability:	$ _____

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

(c) In any policy of insurance on property other than that of the Permittee required by this Endorsement, the Port Authority shall be named as the owner except that as to property as to which the Port Authority is itself a lessee, the Port Authority shall be named as the lessee and the owner shall be named as the owner. Each shall be endorsed substantially as follows:

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

(d) Any "Additional Interest" policy of boiler and machinery insurance required by this Endorsement shall provide protection under Sections 1 and 2 only of the Insuring Agreements of the form of policy approved for use as of the date hereof by the Insurance Rating Board, New York, New York.

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

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

(a) Upon the execution of this Permit by the Permittee and delivery thereof to the Port Authority, the Permittee shall deposit with the Port Authority (and shall keep deposited throughout the effective period of the permission under this Permit) the sum of

[INSERT AMOUNT]

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

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

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

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

SPECIAL ENDORSEMENTS

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

(b) The Airline and the Permittee have entered into a sublease agreement, dated as of _____ (hereinafter called the "Sublease"), under which the Permittee has agreed to operate certain consumer services in locations the Airline shall designate, and the Port Authority hereby consents to such subletting. By its terms the Sublease is subject and subordinate to the Airline Lease and the Permittee is obligated under the Sublease to comply with all applicable terms of the Airline Lease. The Permittee hereby agrees for the benefit of the Port Authority to comply with all applicable provisions of the Airline Lease. Further, it was stipulated in the Management Agreement and in the Manager Permit that any retail operating agreement entered into between the Airline and a third party retail operator shall be void *ab initio* and of no force of effect unless and until the proposed retail operator and the Port Authority shall have executed a written agreement covering such operations. The Port Authority hereby grants to the Permittee the privilege to operate [number] concessions at the Terminal for the following purpose and for no other purpose whatsoever:

[USE CLAUSE TO BE PROVIDED]

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

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

2. (a) As used herein:

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

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

(iii) "Annual Period" shall mean, as the context requires, the period commencing with the effective date of the permission granted under this Permit and expiring December 31 of the same calendar year, both dates inclusive, and each of the twelve month periods

thereafter occurring during the effective period of the permission granted hereunder commencing with the immediately succeeding January 1 and on each anniversary of that date, provided, however, that if the effective period of the permission granted under this Permit shall expire or shall terminate or be revoked effective on other than the last day of a calendar year then the annual period in which the date of expiration or earlier termination or revocation shall fall shall expire on the date of expiration or earlier termination or revocation of the effective period of the permission granted hereunder.

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

all or substantially all of the assets of Permittee in a transaction not in the ordinary course of Permittee's business.

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

(v) (1) "Annual Exemption Amount-A" shall mean the sum of _____ Dollars and _____ Cents ($_____) as the same may be reduced by the operation of the proration provisions hereof and as the same may be adjusted pursuant to the Sublease. The Monthly Exemption Amount-A shall equal one-twelfth of the Annual Exemption Amount-A. [applies to 1st category of goods/services for calculation of percentage rent].

(2) "Annual Exemption Amount-B" shall mean the sum of _____ Dollars and _____ Cents ($_____) as the same may be reduced by the operation of the proration provisions hereof and as the same may be adjusted pursuant to the Sublease. The Monthly Exemption Amount-B shall equal one-twelfth of the Annual Exemption Amount-B. [applies to 2nd category of goods/services for calculation of percentage rent, if any]

(3) [List any other Annual Exemption Amounts, based on categories]

(b) (i) The Permittee shall pay to the Port Authority the PA Share, as defined in paragraph (f) of this Special Endorsement, of a Guaranteed Rent at the rate of _____ ($_____) per annum, payable in advance in equal, consecutive monthly installments equal to the PA Share of _____ ($_____), on the Rent Commencement Date and on the first day of each calendar month thereafter occurring during the period of permission under this Permit. If the Rent Commencement Date shall occur on a day other than the first day of a calendar month, the installment of the Guaranteed Rent payable on the Rent Commencement Date shall be the amount of the installment described in this paragraph prorated on a daily basis, using the actual number of days in the subject calendar month. The

Guaranteed Rent is subject to annual adjustments (but in no event shall Guaranteed Rent decrease below the amount of the Guaranteed Rent in effect on the Rent Commencement Date) based upon the Guaranteed Rent in effect during the previous annual period multiplied by the Percentage Change In Enplanements, pursuant to the terms of the Sublease.

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

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

(c) In addition to the Guaranteed Rent hereunder, the Permittee shall pay to the Port Authority an annual percentage rent equivalent to the PA Share of the sum of the following percentages of the Permittee's gross receipts arising during the effective period of permission hereunder:

[INSERT PERCENTAGE RENT TERMS]

___% of all gross receipts of the Permittee in excess of Monthly Exemption Amount-A; and
___% of all gross receipts of the Permittee in excess of Monthly Exemption Amount-B; and
___% , etc. (including stated % applicable to RDAs and other promotional incentives, any other miscellaneous gross receipts)

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

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

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

(ii) Upon any termination or revocation of the permission granted hereunder (even if stated to have the same effect as expiration), gross receipts shall be reported and rent shall be paid on the 15th day of the first month following the month in which the effective date of such termination or revocation occurs, as follows: <u>first</u>, if the monthly installment of Guaranteed Rent due on the first day of month in which the termination or revocation occurs has not been paid, the Permittee shall pay the prorated part of the amount of that installment; if the monthly installment has been paid, then the excess thereof shall be credited to the Permittee's other obligations; <u>second</u>, the Permittee shall within fifteen (15) days after the effective date of

termination or revocation render to the Port Authority a statement, certified by a responsible officer of the Permittee, of all gross receipts for the monthly period and annual period in which the effective date of termination or revocation falls showing the monthly, and the cumulative for the annual period, amount of gross receipts and the percentages applicable thereto; and third, the payment then due on account of all percentage rent for the annual period in which the effective date of termination or revocation falls shall be the PA Share of the excess of the percentage rent computed as set forth in the following sentence, over the total of all percentage rent payments previously made for such annual period. The percentage rent due for any such annual period in which the effective date of termination or revocation falls shall be equal to the PA Share of the excess, over the prorated Annual Exemption Amount(s) established for such annual period pursuant to the proration provisions set forth in paragraph (d) of this Special Endorsement, of the percentages stated in paragraph (c) of this Special Endorsement, each such percentage being applied to the cumulative amount of gross receipts arising during such annual period in accordance with the terms of paragraph (c) of this Special Endorsement.

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

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

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

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

(b) ninety (90) days following delivery of the Space to the Permittee.

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

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

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

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

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

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

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

(d) That portion of the second paragraph of Section 5 of the foregoing Terms and Conditions following the word "Facility" was deleted.

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

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

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

(h) The last sentence of the first paragraph of Section 8 was deleted and the following clause shall be deemed to have been added to the first sentence of the said first

paragraph: "or on or before the revocation or termination of the permission hereby granted, whichever shall be earlier." In addition, the word ", termination" shall be deemed to have been inserted after the word "expiration" in the first line of the last paragraph of Section 8.

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

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

(j) It is hereby acknowledged that there may be differences between (i) the pricing requirements set forth in Standard Endorsements 4.1 and 4.5 of this Permit and the pricing requirements set forth in Section 7.02 of the Sublease and (ii) the operating hours requirements of Standard Endorsement 4.1 of this Permit and the operating hours requirements set forth in Section 7.02 of the Sublease. The parties hereto agree that notwithstanding the provisions of paragraph (c) of Special Endorsement No. 6 of this Permit, the provisions of Section 7.02 of the Sublease shall not be deemed to be superseded or affected in any way by the provisions of Standard Endorsements 4.1 and/or 4.5 of this Permit and, as between the Permittee and the Airline, the provisions of Section 7.02 of the Sublease shall be and continue in full force and effect.

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

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

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

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

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

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

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

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

(o) Without limiting the generality of the provisions of Standard Endorsement 23.1, the Permittee agrees that notwithstanding the sum stated to be the security deposit to be delivered to the Port Authority upon execution of this Permit, the security amount required hereunder shall at al times during the period of permission be an amount equal to at least three (3) months' Guaranteed Rent and, accordingly, such amount may change from time to time by notice to the Permittee during such period.

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

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

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

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

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

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

indicating any limitation upon the rights of the Port Authority with respect to its discretion as to the granting or withholding of approvals or consents as to other matters and provisions in the Sublease which are not specifically referred to herein.

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

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

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

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

10. The Permittee hereby certifies that its I.R.S. Employer Identification Number is _____ for the purposes of Standard Endorsement No. 23.1.

11. No acceptance by the Port Authority of fees or other moneys for any period or periods after default by the Permittee under any of the terms or provisions of this Permit shall be deemed a waiver of any right on the part of the Port Authority to terminate or revoke this Permit nor shall any acceptance of an payment of fees, rents or other moneys in less than the required

amount thereof be such a waiver. No waiver by the Port Authority of any default on the part of the Permittee in performing any of the terms or provisions of this Permit nor failure to take steps to rectify the same or terminate this Permit shall be or be construed a waiver by the Port Authority of any such or subsequent defaults in performance of any of the said terms or provisions of this Permit by the Permittee.

_____
For the Port Authority

Initialed:

_____
For the Permittee

_____
For the Airline

EXHIBIT D

DISADVANTAGED BUSINESS ENTERPRISES

To qualify as a Disadvantaged Business Enterprise ("DBE"), the firm must meet the criteria established by the U.S. Department of Transportation in 49 CFR Part 23 and be certified by the 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 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)).

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 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 Authority has compiled a list, which may be supplemented and revised from time to time by the Authority, to indicate the firms the Authority determined satisfy the criteria for DBE certification. Such list shall be made available to the proposers upon request. The 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 DBEs and such firms not so listed, but certified by the Authority as DBEs hereunder, will count towards DBE requirements.

Certification of DBEs hereunder shall be made by the Office of Business and Job Opportunity of the Authority. If a proposer wishes to utilize a firm not so listed but which the proposer believes should be certified as a DBE, that firm shall submit to the 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 Authority from time to time. All such requests shall be in writing, addressed to Mr. John Alexander, Supervisor, Certification Programs or other designee of the Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, One World Trade Center, Room 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 Authority shall be final and binding on the applicant. For inquiries or assistance, please contact John Alexander at (212) 435-6513.

EXHIBIT E

[SUBTENANT MONTHLY AND ANNUAL STATEMENT CERTIFICATE FORM]

EXHIBIT E

NEWARK INTERNATIONAL AIRPORT - Terminal C

SUBTENANT CERTIFIED SALES & RENT STATEMENT

SUBTENANT: _____ SPACE #: _____ CONTACT: _____

YEAR: _____ LEASE #: _____ PHONE: _____

MONTH	GROSS SALES	RENT								
		Guaranteed Rent	Percentage Rent				Mrktg Fund 0.5%	Utilities	Maint. Support Charge	Total Rent
			Breakpoint	Overage	%	Rent				
Jan										
Feb										
Mar										
Apr										
May										
Jun										
Jul										
Aug										
Sep										
Oct										
Nov										
Dec										
Y-T-D										

CERTIFICATION:

Signed: _____ Date: _____

Title: _____

EXHIBIT F

ADDITIONAL INSURED ENTITIES

Each of Tenant's insurance policies required under Section 11.01 of the Sublease shall name the following entities as additional insureds:

CONTINENTAL AIRLINES, INC., a Delaware corporation

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

WESTFIELD CONCESSION MANAGEMENT, INC., a Delaware corporation

WESTFIELD CORPORATION, INC., a Delaware 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:

Continental Airlines, Inc.
c/o Westfield Concession Management, Inc.
Newark International Airport-Terminal C
Newark, New Jersey 07114
Attention: General Manager

The certificate holder on each of the Certificates of Insurance shall be as follows:

Continental Airlines, Inc.
c/o Westfield Concession Management, Inc.
Newark International Airport-Terminal C
Newark, New Jersey 07114
Attention: General Manager

EXHIBIT G
NON-DISCRIMINATION AND AFFIRMATIVE ACTION

PART I

NON-DISCRIMINATION 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 Fixed 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 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, 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 Authority and the United States Government or otherwise. Tenant's non-compliance with the provisions of this Exhibit G, Part I shall constitute a material breach of this Sublease. In the event of any such breach of any of the above non-discrimination provisions, the Authority may take appropriate action to enforce compliance; or in the event such noncompliance shall continue for a period of 7 days after receipt of written notice from the Authority, Landlord shall have the right to terminate this Sublease and the letting thereunder with the same force and effect as a termination under Article XIX of this Sublease, or may pursue such other remedies as be provided by law; and as to any or all the foregoing, each of Landlord and the Authority may take such action as the United States may direct. Tenant shall indemnify and hold harmless Landlord and the 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 Exhibit G, Part I and Tenant shall reimburse Landlord and the Authority for any loss or expense incurred by reason of such noncompliance. Nothing contained in this Exhibit G, Part I 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 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 Exhibit G, Part II or Section 2 of this Exhibit G, Part I, 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 judgement (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 ("MBEs") and Women-owned Business Enterprises ("WBEs") (such program is referred to herein as the "Tenant's Affirmative Action Program"). In meeting the said commitment Tenant shall submit to the Authority for its review and approval Tenant's Affirmative Action Program, within 6 months after the execution of this Sublease. Tenant shall incorporate in Tenant's Affirmative Action Program such revisions and changes which the Authority initially or from time to time may reasonably require. Tenant throughout the Term of this Sublease shall document its efforts in implementing Tenant's Affirmative Action Program, shall keep the Authority fully advised of Tenant's progress in implementing Tenant's Affirmative Action Program and shall supply to the Authority such information, data and documentation with respect thereto as the Authority may from time to time and at any time request, including but not limited to annual reports.

4. In the implementation of Paragraph 3, the 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 Paragraph 3 as effectuating the provisions of Paragraph 3. If the 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, the Authority may waive the applicability of the provisions of 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.

5. Tenant shall furnish good, prompt and efficient service hereunder, adequate to meet all demands therefor at the Terminal; furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and, without being construed in derogation of ArticleVII 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.

6. Tenant acknowledges that: (a) the 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 Authority may in the future apply for and receive further such grants. In connection therewith, the 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 Exhibit is therefore a special consideration and inducement for the Authority to enter into the Agreement between Tenant and the 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 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 Authority may direct. (b) Without limiting the generality of Exhibit G, Part I, 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 sublease, license or franchise agreement that it enters and cause those businesses to similarly include the statements in such further agreements, the foregoing not to be construed as approval by Landlord or the Authority of any such subsequent sublease, license or franchise agreements as required. Exhibit D to this Sublease is hereby incorporated by reference into this Exhibit G.

PART II

CONTRACTOR BID CONDITIONS

A. AFFIRMATIVE ACTION GUIDELINES – EQUAL EMPLOYMENT OPPORTUNITY

I. As a matter of policy the Authority hereby requires Tenant and Tenant shall require Contractor, as hereinafter defined, to comply with the provisions set forth hereinafter in this Exhibit G. The provisions set forth in this Part II.A. 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 "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 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 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 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 Port of New York District, Tenant/Contractor shall be deemed bound to such different goals and this Exhibit G, Part II 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 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) Contractor shall provide written notification to Tenant and Tenant shall provide written notification to the Manager of the Office of 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 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 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) 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 Contractor should reasonably be able to achieve in each construction trade in which it has employees in the Premises. 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 Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse 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 Contractor during the training period, and 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) Contractor shall take specific affirmative actions to ensure equal employment opportunity ("EEO"). The evaluation of Contractor's compliance with these provisions shall be based upon its good faith efforts to achieve maximum results from its actions. 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 Contractor's employees are assigned to work. Contractor, where possible, will assign two or more women to each Phase of the construction project. Contractor, shall specifically ensure that all foremen, superintendents, and other supervisory personnel at the Premises are aware of and carry out 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 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 application 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 Contractor by the union or, if referred, not employed by Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions Contractor may have taken. (4) Provide immediate written notification to Tenant when the union or unions with which Contractor has a collective bargaining agreement has not referred to Contractor a minority person or woman sent by Contractor, or when Contractor has other information that the union referral process has impeded 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 Contractor's employment needs, especially those programs funded or approved by the Department of Labor. Contractor shall provide notice of these programs to the sources compiled under subparagraph (2) above. (6) Disseminate Contractor's EEO Policy by providing notice of the policy to unions and training programs and requesting their cooperations in assisting Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in 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 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, 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 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 Contractor's EEO policy with other Contractors and Subcontractors with whom 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 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, 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 EE) policy and 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 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 Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraph (h) hereof provided that; 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 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 Contractor. The obligation to comply, however, is Contractor's and failure of such a group to fulfill an obligation shall not be a defense for Contractor's non-compliance.

(j) A single goal for minorities and a separate single goal for women have been established. 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, Contractor may be in violation hereof if a particular group is employed in a substantially disparate manner (for example, even though Contractor has achieved its goals for women generally, Contractor may be in violation hereof if a specific minority group of women is underutilized).

(k) Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex and national origin.

(l) Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

(m) 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) 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 Contractor fails to comply with the requirements of these provisions, Tenant shall proceed accordingly.

(o) 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, 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.

III. 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 the Authority, 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 Tenant 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; and (e) "Contractor" as used herein shall include each contractor and subcontractor at any tier of construction.

B. MINORITY BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESS ENTERPRISES

As a matter of policy the 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 (MBEs) and Women-owned Business Enterprises (WBE's) in the construction work, pursuant to the provisions of this Exhibit G. 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. A minority shall be as defined in paragraph II(c) of Part II.A. of this Exhibit G. "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 five percent (5%) 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 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. Contractor shall maintain records detailing the efforts made to provide the 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 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 Office of Business and Job Opportunity of the Authority. If 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 required by the 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, New York 10048. Eligibility for certification shall be made in writing over the name of the Director in charge of the Office of Business and Job Opportunity. The determination of the Authority shall be final and binding. For inquiries or assistance, please contact the Office of Business and Job Opportunity at 212-435-6509.

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 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 60 percent of expenditures to MBE/WBE suppliers will count towards meeting MBE and WBE goals. However, expenditures to MBE or WBE manufacturers (i.e., suppliers that produce goods from raw materials or substantially alter them before resale) are counted dollar for dollar.

EXHIBIT H

MERCHANDISE STREET PRICING REQUIREMENTS -TERMINAL C

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 Landlord 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 Landlord'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 in duty free goods at the region's airports be comparable to the prices charged in duty free stores other airports in the Northeastern U.S. 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 Port of New York District.**

1. Specialty Retail and Food & Beverage Concession Facilities. For price comparative purposes, Landlord 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 the following regional malls: Garden State Plaza, Paramus, New Jersey; the Mall at Short Hills, Short Hills, New Jersey; and Newport Center, Jersey City, New Jersey.

2. Newsstand Concession Facilities. For price comparative purposes, Landlord requires that the prices charged in the newsstand concession facilities permitted hereunder for newspapers, magazines and sundries shall be compared to the following convenience store chains located in the Port of New York District: 7-Eleven and Quick-Check. For price comparative purposes, Landlord requires that the prices charged in the newsstand concession facilities permitted hereunder for gifts, souvenirs and novelties shall be compared to both similar gift, souvenir and novelty establishments located in the local malls referenced in part B.1. as well as to the local convenience store chains referenced in this part B.2.

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 specialty retail and food & beverage establishments located in the regional malls listed in part B.1. 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 5 comparable establishments in such local malls. Tenant's prices on any comparable items may not exceed the average of those 5 priced similar items.

D. Newsstand Premises 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 convenience store chains listed in part B.2. and for gifts, souvenirs and novelties to those charged by comparable gift, souvenir and novelty establishments located in the local malls referenced in part B.1. 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 5 locations operated by such convenience store chains and comparable establishments in such local malls. Tenant's prices on any specific item may not exceed the average of those 5 priced similar items.

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 premarked and established by the manufacturer or distributor, Tenant shall not charge the public a price higher than the suggested retail premarked price without the prior written approval of Landlord and the Authority, which approval shall not be unreasonably withheld. When an item has no suggested retail price or premarked price, the item shall be sold at a price as first approved by Landlord and the Authority, which approval shall not be unreasonably withheld.

EXHIBIT I

Port Authority of New York and New Jersey
One World Trade Center – 69 EAST
New York, NY 10048
Attn: CREDIT MANAGER

Date: _____

CLEAN IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

To the Addressee:

At the request of _____A_____, we _____B_____, hereby open this CLEAN IRREVOCABLE 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 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/New Jersey 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 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 _____, 19__." Partial drawings under this Letter of Credit are permitted.

This CLEAN IRREVOCABLE LETTER OF CREDIT expires at the close of business on ____F_____, 19__. This CLEAN IRREVOCABLE 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 the 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 Letter of Credit within the then applicable expiration date, no statement required.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS 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 L/C IDENTIFICATION NUMBER.
D – INSERT DOLLAR VALUE OF INSTRUMENT.
E – INSERT EXACT ADDRESS OF LOCAL BANK BRANCH.
F - INSERT EXPIRATION DATE OF SUBLEASE PLUS SIXTY DAYS.

EXHIBIT J

CORPORATION

GUARANTY

THIS GUARANTY ("Guaranty") is made as of this_____ day of _____, 199_, by, _____ ("Guarantor"), to and for the benefit of CONTINENTAL AIRLINES, INC., ("Landlord") and THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY ("Authority").

WITNESSETH:

WHEREAS, Landlord and _____ ("Tenant") have entered into that certain sublease dated _____, 199_, (the "Sublease"), for the Premises located in Terminal C of Newark International Airport, as more fully described in the Sublease;

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

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

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

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

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

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

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

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

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

6. Guarantor represents and warrants to Landlord that (a) it is duly incorporated, validly existing and in good standing under the laws of _____; (b) that the execution and delivery of this Guaranty has been duly authorized by the Board of Directors or members of Guarantor; (c) the making of this Guaranty does not require any vote or consent of shareholders of Guarantor; and (d) that the officer executing this Guaranty has been duly authorized to execute the same by its Board of Directors or members.

7. As a further inducement to Landlord to make and enter into the Sublease and perform its obligations thereunder, and in consideration thereof, Guarantor covenants and agrees that in any action or

proceeding brought on, under or by virtue of this Guaranty, Guarantor shall and does hereby waive trial by jury. Guarantor agrees to pay Landlord's and the Authority's reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempted collection or in any negotiations relative to the obligations hereby guaranteed or in enforcing this Guaranty against the undersigned, individually, jointly and severally.

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

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

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

ATTEST: **[GUARANTOR]**

_____ By_____(SEAL)

Address: _____

_____

_____

Telephone: _____

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared _____ known to me to be the _____ and _____ known to me to be the _____, of _____, the corporation that executed the within Instrument, known to me to be persons who executed the within Instrument, on behalf of the corporation herein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board or directors.

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

_____
Notary Public in and for
said County and State

(SEAL) My Commission Expires_____

INDIVIDUAL

GUARANTY

THIS GUARANTY (the "Guaranty") is made as of this_____ day of _____, 199_, by _____(individually and collectively the "Guarantor"), to and for the benefit of CONTINENTAL AIRLINES, INC., ("Landlord") and THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY ("Authority").

WITNESSETH:

WHEREAS, Landlord and _____ ("Tenant") have entered into that certain sublease dated _____, 199_, (the "Sublease"), for the Premises located in Terminal C of Newark International Airport, as more fully described in the Sublease;

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

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

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

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

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

3. This Guaranty is an absolute and unconditional guaranty of payment and of performance and is a surety agreement. Guarantor's liability hereunder is direct and may be enforced immediately without Landlord or the Authority being required to resort to any other right, remedy or security and this Guaranty shall be enforceable immediately against Guarantor, without the necessity for any suit or proceedings on Landlord's or the Authority's part of any kind or nature whatsoever against Tenant, and without the

necessity of any notice of non-payment, non-performance or non-observance or the continuance of any such default or of any notice of acceptance of this Guaranty or of Landlord's and the Authority's intention to act in reliance herein or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no manner be terminated, affected, or impaired by reason of the assertion or the failure to assert by Landlord or the Authority against Tenant, or of any of the rights or remedies reserved to Landlord or the Authority pursuant to the provisions of the Sublease.

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

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

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

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

Port Authority Permit No. ANB-019
Supplement No. 1
Facility: Newark International Airport

SUPPLEMENTAL AGREEMENT

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

WITNESSETH, That:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. No Commissioner, director, officer, agent or employee of either the Port Authority or the Permittee shall be charged personally or held contractually liable by or to the other party under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution.

4. This Supplemental Agreement, together with the Permit (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Permittee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Permittee and consented to by the Airline. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Permit or in this Supplemental Agreement.

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

THE PORT AUTHORITY OF NEW YORK
& NEW JERSEY

By: _____
(Title) ASSISTANT DIRECTOR

WESTFIELD CONCESSION MANAGEMENT, INC.

By: _____
(Title) DIMITRI VAZELAKIS, Vice President

Consented and Agreed to
as of July 1, 1999:

CONTINENTAL AIRLINES, INC.

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

APPROVED:
FORM | TERMS
RN | MX

EXHIBIT A

CONTINENTAL AIRLINES, INC.

SPECIALTY RETAIL PROGRAM
TEMPORARY REVOCABLE LICENSE

NEWARK INTERNATIONAL AIRPORT
TERMINAL C

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

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

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

_____
__Initial Here

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

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

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

$_____ on _____; and

$_____ on _____.

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

_____
__Initial Here

an arrangement with Licensee (including any person or entity claiming by, under or through Licensee). There shall be excluded from Gross Receipts any sums collected for any federal, state, county and municipal sales taxes, so-called luxury taxes, use taxes, consumer excise taxes, gross receipts taxes and other similar taxes now or hereafter imposed by law upon the sale of merchandise or services but only if separately stated from the sales price and only to the extent paid by Licensee to any duly constituted governmental/taxing authority; the portion of the sales price for all merchandise returned by customers and accepted for credit to the extent of the credit actually given to the customer as well as rebates, exchanges or allowances made to customers; receipts in the form of refunds from or value of merchandise, services, supplies or equipment returned to vendors, shippers, suppliers or manufacturers (but specifically excluding retail display allowances or other promotional incentives received from vendors and suppliers, etc. all of which must be included in Gross Receipts); gratuities for services performed by employees of Licensee which are paid for by Licensee or its customers to such employees; exchange or merchandise between stores or warehouses owned or affiliated with Licensee, if any, where such exchange is made solely for the convenient operation of the business of Licensee and not for purposes of consummating a sale which has therefore been made and/or for the purpose of depriving Licensor of the benefit of a sale which would otherwise have been made; and proceeds from the sale of gift certificates or like vouchers until such time as the gift certificates or like vouchers have been treated as a sale pursuant to Licensee's normal record keeping system.

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

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

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

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

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and for no other use or purpose.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LICENSOR:

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

By: _____
General Manager-Retail

LICENSEE:

_____

By: _____

Name: _____

Title: _____

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

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

SUPPLEMENTAL AGREEMENT

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

WITNESSETH, That:

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

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

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

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

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

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

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

3. No Commissioner, director, officer, agent or employee of either the Port Authority or the Permittee shall be charged personally or held contractually liable by or to the other party under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution.

4. This Supplemental Agreement, together with the Permit (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Permittee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Permittee and consented to by the Airline. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Permit or in this Supplemental Agreement.

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

THE PORT AUTHORITY OF NEW YORK
& NEW JERSEY

By: _____
(Title) FRANCIS A. DIMULA
Asst. Director, AVIA. Dept.

WESTFIELD CONCESSION MANAGEMENT, INC.

By: _____
(Title) VICE President

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

CONTINENTAL AIRLINES, INC.

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

APPROVED:
FORM | TERMS

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

Port Authority Permit No. ANB-019
Supplement No. 3
Facility: Newark Liberty International Airport

SUPPLEMENTAL AGREEMENT

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

WITNESSETH, That:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

of the Gross Receipts of such RMU operator.

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

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

"(9) "Port Authority Reserved Uses" shall mean the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges; airline clubs; monorail facilities; advertising (including, without limitation, static display, broadcast and other); pay telephones, pre-paid phone cards, rental of cellular phones; facsimile transmission machines and other public communication services including, without limitation, all Port Authority-owned or operated information and communications technology infrastructure for common Airport use, provided, however, that the Airline shall retain the right to control the location of the placement within the Terminal of telephones, phone banks, phone kiosks, facsimile transmission machines and Internet kiosks, only, and the right to deny, upon reasonable grounds, the placement of a particular pay phone facility, facsimile transmission machine or Internet kiosk; concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information)); ground transportation (including vehicle rentals); hotel and other lodging reservations; vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the subleased premises pursuant to a sublease with a specific concessionaire and if approved by the Port Authority; on-airport baggage carts or other on-airport baggage-moving devices; electronic amusements; and public service or airport operation information, messages and announcements. The Port Authority shall have the right to all revenues derived for or from the above-stated reserved uses."

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

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

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

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

7. No Commissioner, director, officer, agent or employee of either the Port Authority or the Permittee shall be charged personally or held contractually liable by or to the other party under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution.

8. This Supplemental Agreement, together with the Permit (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Permittee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Permittee and consented to by the Airline. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Permit or in this Supplemental Agreement.

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FIRST AMENDMENT TO CONTRACT

BETWEEN

CONTINENTAL AIRLINES, INC.

AND

WESTFIELD CONCESSION MANAGEMENT, INC.

TO DEVELOP, LEASE, MANAGE AND MARKET

CONCESSION SPACES

AT

NEWARK INTERNATIONAL AIRPORT

TERMINAL C

January 31, 2003

FIRST AMENDMENT TO CONTRACT

THIS FIRST AMENDMENT TO CONTRACT (hereinafter referred to as the "Amendment") is made and entered into effective as of the 31st day of January, 2003 (hereinafter referred to as the "Effective Date"), by and between **CONTINENTAL AIRLINES, INC.**, a Delaware corporation, with its principal offices located at 1600 Smith Street, Department HQSVP, Houston, Texas 77002 (hereinafter referred to as "Continental") and **WESTFIELD CONCESSION MANAGEMENT, INC.**, a Delaware corporation, with its principal offices located at 11601 Wilshire Boulevard, 12th Floor, Los Angeles, California 90025 (hereinafter referred to as "Manager"), a wholly-owned subsidiary of Westfield Corporation, Inc.; at times Continental and Manager are collectively referred to as the "Parties."

RECITALS

WHEREAS, Continental leases and operates Terminal C pursuant to the terms and provisions of the Agreement of Lease No. ANA-170 dated as of January 11, 1985, for the letting of Terminal C (hereinafter referred to as the "Terminal Building") at Newark International Airport (hereinafter referred to as the "Airport") between Continental and The Port Authority of New York and New Jersey (hereinafter referred to as the "Authority"), (said Agreement of Lease, as heretofore amended, being hereinafter referred to as the "Terminal C Lease"); and

WHEREAS, Continental and Manager have previously entered into a Development, Leasing, Marketing and Management Contract dated as of November 1, 1997 (hereinafter referred to as "Contract") pursuant to which Continental retained Manager as its designated management representative to develop, lease, market and manage the concession program within the Terminal Building; and

WHEREAS, Continental commenced a redevelopment and expansion program to the existing Terminal Building, which program is more commonly referred to as the "Global Gateway Project" and involves, in part, the establishment and operation of additional concession facilities within the Terminal Building; and

WHEREAS, Continental and the Authority (pursuant to and in accordance with Port Authority Permit No. ANB-019 Supplement No. 2 dated as of July 25, 2001) authorized Manager to commence its services as provided for herein and in the Contract with respect to the additional concession facilities within the Terminal Building under the "Global Gateway Project" effective as of August 1, 2000 and acknowledge and agree that Manager commenced its services in reliance on such authorization from Continental and the Authority;

WHEREAS, due to airline and airport operational considerations such as pedestrian and passenger flow issues within the Terminal Building and the "Global Gateway Project", certain of the existing Concession Facilities within the Premises, including the RMU Program, have been or will be impacted as a result thereof and the Parties desire to enter

into this Amendment to reflect their mutual agreement as to the matters addressed herein; and

WHEREAS, the Contract as heretofore and hereafter amended is subordinate and subject to the Terminal C Lease and the Manager's Agreement, dated as of October 1, 1998, with the Authority bearing Permit No. ANB-019, as amended and supplemented (hereinafter referred to as the "Manager's Permit"); and

WHEREAS, the Parties hereto desire to modify and supplement the Contract;

NOW, THEREFORE, the Parties hereto, for and in consideration of the fees, terms, conditions and covenants contained in this Amendment, agree as follows:

1. **Incorporation Of Recitals And Defined Terms**. Each of the foregoing Recitals are incorporated by reference into this Amendment as if set forth verbatim in this Section 1. The paragraph headings inserted into this Amendment are done so for the convenience of the Parties only and shall not affect the substantive terms and provisions of this Amendment or the Contract. All capitalized terms not expressly defined in this Amendment shall have the same meaning ascribed to them in the Contract.

2. **Term of the Contract - Phasing Stage and Management Stage**. The Phasing Stage will expire one hundred twenty (120) days following the date that Continental has delivered (or if no Subtenant for any particular location has yet been selected, capable of being delivered) to its Subtenants each of the following locations: (a) Space Nos. 80, 81, 82, 83, 84, 85, 88 and 89 located in the new C-1/C-2/C-3 Connector portion of the Terminal Building as shown on Exhibit B; and (b) Space Nos. 90, 94, 95, 96, 97 and 98 located in the new Concourse C-3 portion of the Terminal Building as shown on Exhibit B in shell condition as further described herein; provided, however, in no event will the Phasing Stage expire earlier than December 31, 2002 or later than June 30, 2003. Evidence of the deliverability of each of the foregoing "New Concession Facilities" (as such term is defined below) shall be provided to Manager from time to time by sending to Manager copies of Continental's base building architect's space turnover letter which is required to be furnished to the Authority. If the actual expiration date of the Phasing Stage shall not occur on the last day of a calendar month, then the Management Stage will commence on the first (1st) day of the calendar month immediately following the actual expiration date of the Phasing Stage and shall continue for a period of ten (10) full years. The Term of the Contract shall expire and terminate on the tenth (10th) anniversary of the actual commencement date of the Management Stage, unless sooner terminated as expressly provided for in the Contract and/or Manager's Permit.

3. **Expansion and delivery of Concession Facilities within the Premises**. As a result of the reconfiguration and expansion of the Terminal Building due to the "Global Gateway Project", among other reasons, Continental desires for Manager to manage the implementation of both the existing and additional Concession Facilities within

the Premises. The Parties hereby agree that from and after the Effective Date of this Amendment, the Premises shall include all of the Concession Facilities as shown and described on revised Exhibit A, a copy of which is attached hereto and made a part hereof and supercedes in its entirety Exhibit A to the Contract. The Premises shall include: (a) approximately 61,006 square feet in the existing Concourse C-1 and Concourse C-2 concession program, which includes the Concession Facilities leased by Continental to CA-One under the CA-One Lease and certain storage/office areas leased to CA One and other Subtenants (hereinafter referred to as "Existing Concession Facilities"); plus (b) additional areas for Concession Facilities and certain office/storage areas as a result of the "Global Gateway Project" and expansion of the Terminal Building containing approximately 56,139 square feet (hereinafter referred to as "New Concession Facilities"), each as more particularly set forth in Exhibit A. The Existing Concession Facilities and the New Concession Facilities total approximately 117,145 square feet (hereinafter referred to as the "Premises") and collectively, together with any subsequent additions, modifications or reductions thereto, are referred to hereinafter as the "Concession Facilities". That portion of the Concession Facilities that are leaseable for specialty retail, news and gift, food and beverage, duty free, foreign currency, financial services and other required and permitted consumer services shall be referred to herein as the "Leaseable Space". Further, the Parties have agreed to a revised "Master Concept Merchandising Plan" for the Terminal Building, a copy of which is attached hereto as Exhibit B and made a part hereof and supercedes in its entirety Exhibit B to the Contract.

4. **Minimum New Concession Facilities**. Continental represents to Manager that, upon completion, the New Concession Facilities are contemplated to contain a minimum of at least 42,000 square feet of Leaseable Space (hereinafter referred to as "Minimum New Concession Facilities"); provided, however, that no representation is made that the final amount of Leaseable Space will be equal to or greater than such contemplated Minimum New Concession Facilities or that any of such New Concession Facilities will be made available by Continental to its Subtenants by any certain date. For purposes of Section 12 of this Amendment (dealing with additional fees payable to Manager if the Leaseable Space in the New Concession Facilities falls below the Minimum New Concession Facilities), only reductions to the Leaseable Space made by Continental for operational (e.g. non concession-related reasons) will apply for purposes of triggering such provision. Any reduction to Leaseable Space recommended by or made at the direction of Manager (such as conversion of Leaseable Space to storage or other non-concession use) shall not apply for purposes of triggering such provision.

5. **Delivery of New Concession Facilities**. Continental shall, at its sole cost and expense, construct and/or demise all in-line New Concession Facilities, including all appropriate utility connections to be located in reasonable proximity to such facilities, and shall deliver the same to its Subtenants in shell condition which is defined to mean concrete floors, metal studs for the demising walls and appropriate utility conduits to the lease line of each of the in-line New Concession Facilities. With respect to permanent kiosk and/or wall shop New Concession Facilities, Continental

shall deliver the same to its Subtenants with appropriate floor cover materials consistent with the floors throughout the Terminal Building, and appropriate utility connections and conduits to the lease line of each of the permanent kiosk and/or wall shop New Concession Facilities. All of the New Concession Facilities shall be delivered by Continental to its Subtenants in accordance with the terms of each of the Terminal C Lease, the Contract and this Amendment (the Terminal C Lease shall control in the event of any conflict between or among those documents); provided, however, with respect to the condition of the New Concession Facilities as it relates to Hazardous Materials: (a) prior to delivery of the New Concession Facilities to its Subtenants, Continental agrees to be responsible for the identification, remediation and/or removal of any and all Hazardous Materials within such New Concession Facilities and in other areas of the Terminal Building which may be impacted by Subtenant's Work to construct their Fixed Improvements and other improvements made to such New Concession Facilities; or (b) if, after delivery of the New Concession Facilities, a Subtenant identifies and notifies Continental of the existence of any such Hazardous Materials, then Continental shall: (i) remediate and/or remove any and all such Hazardous Materials within such New Concession Facilities and in other areas of the Terminal Building which may be impacted by Subtenant's Work to construct their Fixed Improvements and other improvements made to such New Concession Facilities; or (ii) in lieu thereof, Continental but not the Authority shall reimburse Continental's Subtenants (in the form of rental credits solely from Continental's share of any rents, or other satisfactory arrangements) for the reasonable and actual costs incurred by Continental's Subtenants in the identification, remediation and/or removal of any and all such Hazardous Materials within such New Concession Facilities and in other areas of the Terminal Building which may be impacted by Subtenant's Work as aforesaid in this Section 5. Continental shall be responsible, to the extent required by the Terminal C Lease or as otherwise required and/or requested by the Authority, for the preparation of any required asbestos certificates with respect to all Concession Facilities. Continental shall ensure that all required utilities are of appropriate size and capacity as reasonably specified by Manager for each of the New Concession Facilities in order for Continental's Subtenants to properly conduct business operations within the New Concession Facilities and have connection points which are accessible to the Subtenants located at the lease line of the New Concession Facilities. All of such utilities shall be supplied free of charge by Continental to all of its Subtenants as specified in Article VI. A. of the Contract with the exception of operators of food and beverage concessions which shall be charged for the consumption of utilities, including water (domestic cold, if applicable), gas (if applicable), sewage (if applicable), electricity, sewer and sanitation, solid waste disposal and the charges for the overall Terminal Building Cooling, Heating and Refrigeration Plant ("CHRP") system as generally described and set forth in Schedule 1, a copy of which is attached hereto and made a part hereof. Continental's Subtenants shall be responsible and shall be required, pursuant to the terms of the Subleases, to perform all interior build-outs and storefront construction for in-line locations in accordance with the applicable terms and provisions of the Contract. With respect to permanent kiosk and/or wall shop units, the Subtenants shall fabricate and install all of such units. All of the Subtenant's

Work shall be subject to the prior approval of Manager, Continental and the Authority in the manner and in accordance with the applicable terms and provisions of the Contract.

6. **Storage Premises for Continental's Subtenants**. Continental shall, at all times during the Term, provide not less than 6,700 square feet of additional Premises to be utilized by Continental's Subtenants for storage in locations within the Terminal Building determined in the reasonable discretion of Continental ("Storage Premises") but at such rental rates as determined from time to time by Continental in accordance with the standard rates charged by Continental for non-Concession Facilities and non-aviation related space within the Terminal Building. It is currently anticipated that the Storage Premises shall be located on the operations level in the new Concourse C-3 as described and shown on Exhibits A and B, respectively. Continental shall deliver the Storage Premises to its Subtenants in a "vanilla shell" condition, which is defined to mean installing all appropriate utilities in good working order, concrete floors, drywall, lighting fixtures and other elements necessary in order for Continental to deliver the Storage Premises to its Subtenants ready for immediate occupancy.

7. **Manager's Office**. Continental shall, at all times during the Term, provide Manager with office and storage locations in the Terminal Building on a rent-free and utility-free basis ("Manager's Office") determined in the reasonable discretion of Continental; provided, however, the exact size (which shall not exceed approximately 2,000 square feet) and location of Manager's Office shall, in all respects, be of adequate size and in a location which is appropriate in order for Manager to perform its services as reasonably determined by Manager. Manager shall, at the request of Continental, relocate to alternative office and storage locations if requested by Continental from time to time; provided, that all of Manager's reasonable and documented out-of-pocket costs and expenses incurred in connection therewith shall be paid by Continental; and, provided, further, that Continental shall deliver any such alternative Manager's Office in a substantially completed condition suitable for office usage and ready for occupancy by Manager, subject to reasonably identified punch-list items, which shall be completed by Continental within a reasonable period of time.

8. **Manager's Scope of Operations**. Manager shall provide the same scope of services for the New Concession Facilities as for the Existing Concession Facilities as more particularly described in the applicable provisions of the Contract. From and after August 1, 2000, with respect to all Concession Facilities but exclusive of the Authority's "Reserved Uses" (as such term is defined in Manager's Permit), Manager shall be responsible for planning, implementation, marketing, developing and negotiating all retail, other miscellaneous consumer services such as business services centers (excluding Continental's "President's Clubs" facilities or similar type of membership club facilities), financial services such as banks and ATMs (excluding employee credit union facilities and any employee credit union owned ATMs installed in the operations level of the Terminal Building) and food and beverage Subleases (including administration on behalf of Continental of the legal

documentation to be entered into between CA-One and CA-One's Sublessees (if any), such administration to include review and comment of the proposed sublicense agreements prepared by CA-One and presented to Continental and the Authority for approval) leasing available spaces, coordinating design and construction of concession facility spaces, collecting from Continental's Subtenants payments and managing the Subleases and Subtenants as provided and authorized by the Contract. To the extent not inconsistent with the Terminal C Lease and the CA-One Lease, the Parties agree that unlike the Existing Concession Facilities, Manager shall have the right to negotiate, lease and manage, on behalf of Continental, to the extent and in the manner provided in the Contract (as opposed to being operated by CA-One or CA-One's Sublessees, if any) all food and beverage concession locations in the New Concession Facilities within new Concourse C-3 and on the new baggage level through Subleases entered into directly by Continental with other individual food and beverage concession operators. All of such Subleases shall be entered into by Continental directly with the concession operators. Manager shall not operate at the Terminal Building, directly or indirectly, any Concession Facilities itself or through other persons or entities affiliated with Manager. Continental recognizes that in order for Manager to implement an effective concession program within the Terminal Building, Manager shall be allowed to negotiate Sublease terms that are for a period of time ranging from five (5) to seven (7) years (unless longer terms are specifically approved in advance by Continental, such approval not to be unreasonably withheld or delayed) while generally allowing each of Continental's Subtenants sufficient time to fully amortize its Fixed Improvements costs; provided, however, that with respect to any full service sit-down restaurants, the Sublease terms shall be for a period of time ranging from eight (8) to ten (10) years. Manager, in determining the length of a Sublease, shall attempt to preserve space flexibility, the ability to replace less successful concepts with more productive operations, the ability to keep the Concession Facilities fresh and refurbished and such other relevant factors as may be appropriate or specified by Continental. Business terms of the Subleases shall be approved in advance by the Authority.

9. **Additional Concession Management Contracts**. From and after August 1, 2000, and continuing throughout the Term of the Contract, Continental hereby agrees that the rights set forth in favor of Manager in Article IV. C. of the Contract shall apply to the Terminal Building (as such Terminal Building is envisioned to exist at the completion of the "Global Gateway Project"), but shall not apply to future alterations or additions to such Terminal Building (after the completion of the improvements contemplated by the "Global Gateway Project") nor shall the rights of Manager apply to the Authority's "Reserved Uses" as such is provided for in the Authority's agreements with Continental and as such term is defined in the Manager's Permit; provided, however, that it is agreed that such rights shall not apply to services to be provided principally to, or in favor of, Continental's employees or to services provided within Continental's President's Clubs or to any other service the provision of which in the Terminal Building will not have a material adverse effect on Manager's implementation of the leasing program as set forth in Exhibit B. The foregoing shall not be construed as prohibiting Manager, if so directed by

Continental, to perform its services for (but not itself operate) any employee cafeterias located in the Terminal Building.

10. **Additional Ancillary Charges**. Subtenant contributions to the Joint Marketing Fund and payments for both the Maintenance Support Reimbursement Charge and the Food Court Public Area Charge (such Food Court Public Area charge applicable only for all food and beverage Subtenants who operate Concession Facilities within the food courts located in the Terminal Building as generally described and set forth in Schedule 2, a copy of which is attached hereto and made a part hereof) for all Concession Facilities shall be as provided in the applicable terms and provisions of the Contract and/or this Amendment. The charges for the Joint Marketing Fund, the Maintenance Support Reimbursement Charge and the Food Court Public Area Charge shall be in addition to the Subtenants' rental payments under the Subleases and will represent a prorata share of the overall costs to manage the Joint Marketing Fund and to perform the services required by Manager for the Maintenance Support Reimbursement Charge and the Food Court Public Area Charge, respectively. Any other ancillary charges imposed upon the Subtenants shall be as set forth in the applicable terms and provisions of the Contract and/or this Amendment. Continental's food and beverage Subtenants' shall pay for certain utilities, based upon consumption, as provided in Section 5 of this Amendment (as generally described and set forth in Schedule 1), with such payments by the food and beverage Subtenants as more particularly described in the master food and beverage sublease form, the terms and provisions of which have been approved by both Continental and the Authority. Continental shall pay the cost of certain utilities consumed by all other non-food and beverage Subtenants without charge in accordance with the applicable terms and provisions of the Contract and, in all events, the Terminal C Lease; provided, however, all of such non-food and beverage Subtenants shall be responsible for payment of all utilities relating to telephone and data transmission services.

11. **Disadvantaged Business Enterprise Participation**. Manager shall use good faith efforts to ensure that an adequate portion of the New Concession Facilities within new Concourse C-3, the new baggage level and the new C-1/C-2/C-3 Connector areas of the Terminal Building are allocated for Authority certified DBE Subtenants (which shall include RMU Subtenants' Gross Revenues) in order to obtain a minimum participation level of DBEs as follows: (a) Seventeen percent (17%) of Subtenants' Gross Revenues projected to be generated from specialty retail, news and gift, duty free, foreign currency and other required consumer service concession operations in the New Concession Facilities within new Concourse C-3, the new baggage level and the new C-1/C-2/C-3 Connector areas of the Terminal Building; and (b) Twenty percent (20%) of Subtenants' Gross Revenues projected to be generated from food and beverage concession operations in the New Concession Facilities within new Concourse C-3, the new baggage level and the new C-1/C-2/C-3 Connector areas of the Terminal Building.

12. **Fees Payable to Manager**. In consideration of the reduction to the Existing Concession Facilities within the Premises and the elimination of certain locations for

the RMU Program which have been impacted by the reconfiguration of the Terminal Building and the additional New Concession Facilities created by the implementation of the "Global Gateway Project" by Continental, the Parties hereby agree that Manager's Fees shall be revised in the manner and as otherwise set forth herein. Manager's Fees shall remain as originally set forth in Article VIII. L. of the Contract and the applicable provisions of the Manager's Permit until the calendar year when a total of eleven million (11,000,000) enplaned passengers ("Minimum Enplanement Threshold") has occurred in the Terminal Building, such Minimum Enplanement Threshold generally determined in accordance with standard industry practices of the United States airline industry but subject to any other reasonable methodology mandated by the Authority for all airlines at the Airport which the Authority requires to be used by Continental in calculating the total enplaned passengers in the Terminal Building. Notwithstanding the foregoing, for purposes of determining the Minimum Enplanement Threshold, the Parties (with the consent of the Authority) hereby agree that the term "enplaned passenger" shall mean any local originating or connecting passenger that boards a flight at the Terminal Building, excluding passengers who disembark and re-board for the purpose of continuing their journey on the same aircraft with the same flight number. Such Minimum Enplanement Threshold shall be certified in writing and actually delivered to Manager by an appropriate official of Continental. Commencing on the January 1 of the calendar year in which the Minimum Enplanement Threshold has been met as so certified by Continental to Manager, Manager shall be due the following Manager's Fees from all Gross Revenues generated from all of the Concession Facilities within the Premises in the Terminal Building but excluding Gross Revenues generated from the RMU Program and those generated from the Authority's "Reserved Uses" (as such term is defined in the Manager's Permit): (1) One percent (1%) of all Subtenants' (including CA-One and its Sublessees, if any) Gross Revenues generated in the Terminal Building between No Dollars ($0.00) and Thirty-Eight Million Dollars ($38,000,000.00) in any Contract Year; plus (2) One and three-quarters percent (1.75%) of all Subtenants' (including CA-One and its Sublessees, if any) Gross Revenues generated in the Terminal Building in excess of Thirty-Eight Million Dollars ($38,000,000.00) up to Sixty-Two Million Five Hundred Thousand Dollars ($62,500,000.00) in any Contract Year; plus (3) Four percent of all Subtenants' (including CA-One and its Sublessees, if any) Gross Revenues generated in the Terminal Building in excess of Sixty-Two Million Five Hundred Thousand Dollars ($62,500,000.00) in any Contract Year; plus (4) effective as of July 1, 2002, sixty-two and one-half percent (62.50%) of the total Rent and Percentage Rent generated and received from the RMU Program in the Terminal Building (such total Rent and Percentage Rent for any RMU Subtenant shall not be less than fifteen percent (15%) of the RMU Subtenant's Gross Revenues). Effective as of July 1, 2002, the Parties agree that Continental shall receive twelve and one-half percent (12.50%) and the Authority shall continue to receive twenty-five percent (25%), respectively, of the total Rent and Percentage Rent generated and received from the RMU Program in the Terminal Building. Notwithstanding the fact that the Manager's new fee structure for the RMU Program goes into effect July 1, 2002 (rather than April 1, 2000 as originally agreed to), the Parties acknowledge and agree that Continental previously remitted to Manager a total of $84,290.00 in four

(4) equal monthly installments, commencing September, 2001 through December, 2001, inclusive, to partially reimburse Manager for the incremental difference to Manager's Fees (related solely to the RMU Program) on revenues generated from the RMU Program between April, 2000 through June, 2002 and Continental hereby and further agrees with Manager that Manager shall retain such $84,290.00 payment in full settlement of such incremental difference to Manager's Fees (related solely to the RMU Program) on revenues generated from the RMU Program for such period of time. Effective as of January 1, 2003, the Parties agree that Manager shall retain Continental's share of twelve and one half percent (12.50%) of the total Rent and Percentage Rent generated and received from the RMU Program until such time as Continental has completed its base building work related to and delivered to its Subtenants (or if no Subtenant for any particular location has been selected, capable of being delivered) each of the following locations: (a) Space Nos. TL-E, TL-W located on the upper level ticketing area of the Terminal Building; and (b) Space Nos. MID-B and MID-C located on the mid level ticketing area of the Terminal Building.

The foregoing adjusted structure for Manager's Fees were based in part upon the square footage for the Minimum New Concession Facilities and Continental's delivery schedule for each of the New Concession Facilities. Manager acknowledges that such information is made up of estimates only and Continental shall not be liable to Manager in any way if such information is incorrect; subject, however, to Manager's right to additional compensation from Continental due to the loss of Manager's Fees as set forth hereinbelow. If, at any time during the Term following the completion of the "Global Gateway Project", Continental reduces the size of the concession program to the extent that the Leaseable Space within the New Concession Facilities falls below the Minimum New Concession Facilities, the additional compensation due Manager from Continental will be based on the historical Gross Revenues of the particular Concession Facilities surrendered which caused the Leaseable Space within the New Concession Facilities to be less than the Minimum New Concession Facilities and likewise for each such subsequent surrendered Concession Facility that causes a reduction below the Minimum New Concession Facilities. The Parties hereby agree that the previous year's Gross Revenues from each applicable surrendered Concession Facilities shall be the basis for the additional compensation to be paid to Manager by Continental and shall be added to the aggregate of all Subtenant Gross Revenues for each year. Such amount of the lost Gross Revenues shall also be escalated annually at the rate of three percent (3%) per annum. For avoidance of misunderstanding, assume that the Gross Revenues for the particular Concession Facility so surrendered to Continental for the previous year was $1,500,000 and that the total Gross Revenues generated during such year are in excess of $62,500,000, then Manager would also receive four percent (4%) of $1,500,000 or additional compensation from Continental in the amount of $60,000 per year for the remainder of the Term of this Contract (but such additional compensation would also be adjusted annually to account for the three percent (3%) annual escalation of the lost Gross Revenues as provided hereinabove). The foregoing additional compensation shall be payable monthly as part of Manager's Fees hereunder. Should the Leaseable Space within the New Concession Facilities

thereafter exceed the Minimum New Concession Facilities (if Continental determines to expand the concession program) and the additional Leaseable Space is of comparable quality to the Leaseable Space previously surrendered (solely with respect to pre-security public areas versus post-security passenger access areas of the Terminal), then Continental shall no longer be obligated to Manager for such additional compensation effective in the month that the Leaseable Space within the New Concession Facilities exceeds the Minimum New Concession Facilities. No additional compensation described in this paragraph shall apply to the Authority which shall be funded solely by Continental from Continental's share of the Subtenants' "Minimum Annual Guaranteed Rent" and "Percentage Rent".

13. **RMU Program Impact Reimbursements**. As part of Manager's services to Continental, Manager was initially required to implement a program to design, fabricate, install, lease manage and promote the RMU Program within the Terminal Building. Manager was permitted to install up to thirty (30) RMUs within the Terminal Building, the locations of which had been approved by Continental. Manager commenced the RMU Program by investing in the design and fabrication of twenty (20) separate RMUs; provided, however, Manager was never permitted to place all of such twenty (20) RMUs into service within the Terminal Building as had been theretofore contemplated by the Parties. At the request of Continental, Manager agreed to permanently remove a total of ten (10) of the RMUs that had previously been fabricated and/or placed into service. As a result of the costs incurred by Manager to design and fabricate the twenty (20) RMUs and the loss of Manager's projected revenue (both in the past and for the remaining portion of the Term of the Contract) in the RMU Program, Continental and Manager hereby agree that Continental shall reimburse Manager (in the manner provided below) in the amount of One Hundred Seventy Thousand Six Hundred Fifty Dollars ($170,650.00) representing Manager's unamortized balance of its investment in the design, fabrication and/or installation of the ten (10) RMUs that have been permanently eliminated from the RMU Program (hereinafter referred to as "RMU Reimbursement Payment"). The RMU Reimbursement Payment does not include the costs and expenses incurred to remove the ten (10) RMUs from the Terminal Building, which shall be paid by Continental (provided that, the cost associated with the movement of the RMUs to their present location within the Terminal Building has been paid by Manager and no contribution or reimbursement in respect thereof shall be required from Continental). From and after October 1, 2000, Manager shall be reimbursed for this RMU Reimbursement Payment, plus interest at the then current Prime Rate, over a period not to exceed the three (3) years effective as of October 1, 2000, in a manner substantially similar as Manager is reimbursed for the Approved Excess Maximum Contribution. Manager shall recover such RMU Reimbursement Payment in equal, consecutive monthly installments, payable solely from the Subtenants' "Minimum Annual Guaranteed Rent" and "Percentage Rent". In the event the Subtenants' "Minimum Annual Guaranteed Rent" and "Percentage Rent" are not sufficient to completely reimburse Manager during such three (3) year period, the period will be extended until such time as Manager has been completely reimbursed for the entire amount of the RMU Reimbursement Payment from the Subtenants' "Minimum Annual Guaranteed Rent" and "Percentage Rent". No reimbursement described in

this paragraph shall apply to the Authority and the entire RMU Reimbursement Payment shall be funded solely by Continental from Continental's share of the Subtenants' "Minimum Annual Guaranteed Rent" and "Percentage Rent".

14. **Termination Without Cause**. If the case of termination of the Contract without cause by Continental, in addition to the amounts to be reimbursed to Manager by Continental as more particularly described in the applicable terms and provisions of the Contract, Continental shall also reimburse Manager for: (a) the non-reimbursed portion of the RMU Reimbursement Payment that have yet to be reimbursed to Manager upon the effective date of any such termination without cause; and (b) the remaining unamortized balance of the additional internal Manager personnel time related to the "Global Gateway Project" incurred by Manager from and after August 1, 2000 until the expiration of the Phasing Stage (amortized by Manager over the initial three (3) years of the Management Stage) in accordance with Article I. B. of the Contract. All reimbursements due to Manager from Continental hereunder shall be paid within sixty (60) days of receipt of an invoice from Manager to Continental, which invoice shall be accompanied by a schedule (showing the balance of the RMU Reimbursement Payment that remains to be reimbursed to Manager and the remaining unamortized balance of the additional internal Manager personnel time calculated from August 1, 2000 through the expiration of the Phasing Stage) so as to evidence to Continental's reasonable satisfaction that all sums claimed are properly due. Notwithstanding Article XXXVI. W. of the Contract, any termination of the Manager's Permit due to a default by Manager thereunder [that is also a Default by Manager under Article XVI. A. of the Contract (or which would become a Default under Article XVI. A. of the Contract with the giving of notice or passage of time, or both)] and which results in a termination of such Manager's Permit shall be considered a "with cause" termination of the Contract.

15. **Continental's Leasehold Mortgage**. Manager acknowledges that Continental has granted a leasehold mortgage covering Continental's leasehold interest in new Concourse C-3. In the event of the foreclosure (or a transfer in lieu of foreclosure) of such mortgage, if requested by the trustee under such mortgage, but subject to Manager's termination rights under the Contract as set forth herein, Manager agrees to continue to perform its obligations under the Contract (i) in respect of new Concourse C-3 concession program for the benefit of the trustee thereof or its designee (provided that such trustee or its designee promptly assumes all of Continental's obligations to Manager for the new Concourse C-3 concession program as more particularly set forth in this Amendment), and (ii) in respect of all other areas of the Terminal Building, but subject to Manager's termination rights under the Contract as set forth herein, for the benefit of Continental (or its assigns), Manager agrees that Continental may, upon written notice to Manager, assign the Contract to any party acquiring (or succeeding to) Continental's leasehold interest in the Terminal Building. Notwithstanding the foregoing, as a condition to Manager's obligation to continue performance under the Contract in favor of the trustee or its designee as above provided (or in favor of Continental in respect to the areas of the Terminal Building other than new Concourse C-3 if the trustee does not elect to have

Manager continue performance under the Contract in respect of the new Concourse C-3), Manager and the trustee (or its designee) and/or Continental shall have agreed on appropriate revisions to the Contract so as to put Manager in substantially the same economic position (with due regard to any reduction in services to be provided by Manager) as Manager would have been on the date prior to the event in question (and toward that end, Manager shall negotiate in a commercially reasonable manner and in good faith with Continental and such trustee or its designee). The provisions of this paragraph are subject to the Terminal C Lease and it is understood and agreed that nothing herein shall give a trustee any rights which are not otherwise expressly provided for in the Terminal C Lease and nothing herein shall modify, impair or eliminate the Authority's right to revoke the Manager's Permit as set forth therein.

16. **Miscellaneous**. This Amendment is subject and subordinate to the terms and conditions of the Terminal C Lease and the Manager's Permit and is further subject to and will not be effective until it is approved by the Authority, with Continental, at its sole cost and expense, responsible for using commercially reasonable efforts to secure such approval. Immediately following the execution of this Amendment by the Parties, Continental shall use commercially reasonable efforts and take all steps necessary or desirable to obtain all required approvals of this Amendment, including the approval of this Amendment from the Authority on or before thirty (30) days following the Effective Date. Furthermore, Continental, at its sole cost and expense, also agrees to use commercially reasonable efforts in good faith to obtain approvals from all entities (including, but not limited to the Authority) having approval rights to facilitate the implementation of the new Concourse C-3 and new C-1/C-2/C-3 Connector concession plan as set forth on Exhibit B hereto. Continental shall use commercially reasonable efforts to obtain such approvals in a reasonably timely manner so as not to create an adverse impact to the phasing schedule for the opening of the New Concession Facilities in the new Concourse C-3 and new C-1/C-2/C-3 Connector. The Parties acknowledge and agree that, to the extent of any express conflicts or inconsistencies between the terms and provisions of this Amendment and the Contract, the terms and provisions of this Amendment shall be controlling.

IN WITNESS WHEREOF, the Parties have entered into and executed this Amendment as of the date first above written.

CONTINENTAL AIRLINES, INC.,
a Delaware corporation

By: _____

Name: Holden Shannon
Vice President
Corporate Real Estate
Title: & Environmental Affairs

WESTFIELD CONCESSION MANAGEMENT, INC.,
a Delaware corporation

By: _____

Name: TIMOTHY S. LOWE

Title: ASST. VICE PRESIDENT

EXHIBIT A - PART 1

NEWARK INTERNATIONAL AIRPORT
TERMINAL C
LIST OF LOCATIONS

SPACE	MERCHANDISE CATEGORY	SQ. FT.	EXISTING	NEW
	SPECIALTY RETAIL			
	MAIN TERMINAL-TICKETING/CONNECTOR/BAGGAGE			
81	SPECIALTY RETAIL - KENNETH COLE TRAVEL	907		907
83	SPECIALTY RETAIL -	550		550
84	SPECIALTY RETAIL - JOHNSTON & MURPHY	768		768
87	SPECIALTY RETAIL - THE GROVE	406		406
88	SPECIALTY RETAIL - L'OCCITANE	391		391
89	SPECIALTY RETAIL - TAXCO STERLING	441		441
	SUB-TOTAL	3,463		3,463
	C-1 CONCOURSE			
13	SPECIALTY RETAIL - US OPEN GOLF HOUSE	1,420	1,420	
14	SPECIALTY RETAIL - WHSMITH.BOOKS.CO	1,320	1,320	
17	SPECIALTY RETAIL - BROOKSTONE	1,216	1,216	
18	SPECIALTY RETAIL - THE MUSEUM COMPANY	1,127	1,127	
21	SPECIALTY RETAIL - SWATCH	601	601	
33	SPECIALTY RETAIL - THE DISCOVERY CHANNEL STORE	1,439	1,439	
33B	SPECIALTY RETAIL - D-PARTURE SPA	519	519	
34	SPECIALTY RETAIL - TRAVEL 2000 TRAVELGEAR	954	954	
36	SPECIALTY RETAIL - THE GROVE	200	200	
37	SPECIALTY RETAIL - AIRPORT WIRELESS	1,038	1,038	
38	SPECIALTY RETAIL - LIBERTY SCIENCE CENTER	1,279	1,279	
39	SPECIALTY RETAIL - STAPLES EXPRESS	1,327	1,327	
41	SPECIALTY RETAIL - ALTITUNES	200	200	
42	SPECIALTY RETAIL - SILVER & GOLD CONNECTION	200	200	
43	SPECIALTY RETAIL - SUNGLASS HUT	200	200	
44	SPECIALTY RETAIL - ROSE VALENTI	200	200	
50	SPECIALTY RETAIL - THE GROVE	200	200	
	SUB-TOTAL	13,440	13,440	
	C-2 CONCOURSE			
53	SPECIALTY RETAIL - WALDENBOOKS	1,280	1,280	
57	SPECIALTY RETAIL - THE GROVE	200	200	
63	SPECIALTY RETAIL - SILVER & GOLD CONNECTION	200	200	
	SUB-TOTAL	1,680	1,680	
	C-3 CONCOURSE			
94	SPECIALTY RETAIL -	4,116		4,116
95	SPECIALTY RETAIL - BROOKSTONE	808		808
96	SPECIALTY RETAIL - BORDERS	3,429		3,429
98	SPECIALTY RETAIL - PRESTIGE SIGNATURES	804		804
99A	SPECIALTY RETAIL - SPIRIT OF THE RED HORSE	964		964
99B	SPECIALTY RETAIL - AMERICAI	927		927
101	SPECIALTY RETAIL - LANDAU	314		314
110	SPECIALTY RETAIL - OCCHIALI DA SOLE	314		314
111	SPECIALTY RETAIL - SPRINT PCS	314		314
114	SPECIALTY RETAIL -	1,169		1,169
115	SPECIALTY RETAIL - DKNY	699		699
	SUB-TOTAL	13,858		13,858
	TOTAL	32,441	15,120	17,321

EXHIBIT A - PART 1

NEWARK INTERNATIONAL AIRPORT
TERMINAL C
LIST OF LOCATIONS

SPACE	MERCHANDISE CATEGORY	SQ. FT.	EXISTING	NEW
	FOOD & BEVERAGE			
	MAIN TERMINAL-TICKETING/CONNECTOR/BAGGAGE			
80	FOOD & BEVERAGE - LE PETIT BISTRO	1,174		1,174
85	FOOD & BEVERAGE - TREAT STREET	667		667
86	FOOD & BEVERAGE - STARBUCK'S COFFEE CAFÉ	1,543		1,543
B50	FOOD & BEVERAGE - STARBUCK'S COFFEE	501		501
B61	FOOD & BEVERAGE -	379		379
B62	FOOD & BEVERAGE -	381		381
B64*	FOOD & BEVERAGE - THE GROVE (TEMPORARY)*	306		306
	SUB-TOTAL	4,951		4,951
	C-1 CONCOURSE			
10	FOOD & BEVERAGE - CA ONE/AU BON PAIN	2,855	2,855	
16	FOOD & BEVERAGE - CA ONE/ANH BUSCH BREWHOUSE	1,606	1,606	
22	FOOD & BEVERAGE - GARDEN STATE CAFETERIA	5,000	5,000	
23	FOOD & BEVERAGE - DUNKIN' DONUTS	742	742	
23A	FOOD & BEVERAGE -	705	705	
25	FOOD & BEVERAGE - MCDONALDS	2,501	2,501	
27	FOOD & BEVERAGE - CA ONE/SBARRO	1,476	1,476	
28	FOOD & BEVERAGE - GREEN LEAF GRILL/TREAT STREET	1,276	1,276	
29	FOOD & BEVERAGE - CA ONE/NATHANS FAMOUS	1,108	1,108	
30	FOOD & BEVERAGE - WOK & ROLL	984	984	
31	FOOD & BEVERAGE - CA ONE/ATRIUM BAR (TEMP)	2,503	2,503	
47	FOOD & BEVERAGE - CA ONE/JAKE'S COFFEEHOUSE	816	816	
48	FOOD & BEVERAGE - GARDEN STATE DINER	3,200	3,200	
49	FOOD & BEVERAGE - CA ONE/OUT OF BOUNDS BAR	1,096	1,096	
	SUB-TOTAL	25,868	25,868	
	C-2 CONCOURSE			
51	FOOD & BEVERAGE - CA ONE/MIAMI SUBS	2,261	2,261	
56	FOOD & BEVERAGE - CA ONE/MILLER PLANK BREWERY	1,305	1,305	
61	FOOD & BEVERAGE - CA ONE/AMERICO'S PIZZA AND BAR	1,333	1,333	
64	FOOD & BEVERAGE - CA ONE/SAMUEL ADAMS BREW PUB	1,420	1,420	
	SUB-TOTAL	6,319	6,319	
	C-3 CONCOURSE			
97	FOOD & BEVERAGE - GALLAGHER'S RESTAURANT	5,750		5,750
102	FOOD & BEVERAGE - BROOKLYN BREWERY JAZZ BAR	1,461		1,461
103	FOOD & BEVERAGE - MRS FIELDS/TCBY	314		314
104	FOOD & BEVERAGE - A&W ALL AMERICAN FOOD	827		827
105	FOOD & BEVERAGE - SARKU	1,148		1,148
106	FOOD & BEVERAGE - MAUI TACO	1,071		1,071
107	FOOD & BEVERAGE - FAMOUS FAMIGLIA	1,135		1,135
108	FOOD & BEVERAGE - STEAK ESCAPE	1,124		1,124
109	FOOD & BEVERAGE - SURF CITY SQUEEZE	314		314
	SUB-TOTAL	13,144		13,144
	TOTAL	50,282	32,187	18,095

EXHIBIT A - PART 1

NEWARK INTERNATIONAL AIRPORT
TERMINAL C
LIST OF LOCATIONS

SPACE	MERCHANDISE CATEGORY	SQ. FT.	EXISTING	NEW
	NEWS & GIFT			
	MAIN TERMINAL-TICKETING/CONNECTOR/BAGGAGE			
82	NEWS & GIFT - WH SMITH NEWS	386		386
B60	NEWS & GIFT - NEWS & COFFEE CAFÉ	758		758
B65*	NEWS & GIFT - HUDSON NEWS EURO CAFÉ (TEMP)*	400		400
	SUB-TOTAL	1,544		1,544
	C-1 CONCOURSE			
11	NEWS & GIFT - CA ONE/AU BON PAIN NEWS	1,056	1,056	
32	NEWS & GIFT - CA ONE/WWW.NEWS.NEWARK	128	128	
47A	NEWS & GIFT - CA ONE/JAKE'S NEWS	596	596	
	SUB-TOTAL	1,780	1,780	
	C-2 CONCOURSE			
52	NEWS & GIFT - HUDSON NEWS	1,219	1,219	
63A	NEWS & GIFT - HUDSON NEWS	250	250	
	SUB-TOTAL	1,469	1,469	
	C-3 CONCOURSE			
90	NEWS & GIFT - HUDSON NEWS	1,617		1,617
100	NEWS & GIFT - HUDSON NEWS	1,614		1,614
	SUB-TOTAL	3,231		3,231
	TOTAL	8,024	3,249	4,775

EXHIBIT A - PART 1

NEWARK INTERNATIONAL AIRPORT
TERMINAL C
LIST OF LOCATIONS

SPACE	MERCHANDISE CATEGORY	SQ. FT.	EXISTING	NEW
	DUTY FREE/ SERVICES			
	MAIN TERMINAL-TICKETING/CONNECTOR/BAGGAGE			
73/74	SERVICES - TRAVELEX AMERICA	172	172	
ATM-3	SERVICES - INDEPENDENCE COMMUNITY BANK ATM	8	8	
ATM-5	SERVICES - INDEPENDENCE COMMUNITY BANK ATM	8		8
ATM-8	SERVICES - ATM	25		25
118	SERVICES - SHOE SHINE	71		71
B52	SERVICES - TRAVELEX AMERICA	178		178
	SUB-TOTAL	462	180	282
	C-1 CONCOURSE			
20	DUTY FREE - WEITNAUER AMERICA DUTY FREE	506	506	
26	SERVICES - TRAVELEX AMERICA	204	204	
ATM-1	SERVICES - INDEPENDENCE COMMUNITY BANK ATM	67	67	
ATM-2	SERVICES - ATM	25	25	
SS2	SERVICES - BOSS SHOE SHINE	36	36	
	SUB-TOTAL	838	838	
	C-2 CONCOURSE			
ATM-4	SERVICES - INDEPENDENCE COMMUNITY BANK ATM	8	8	
	SUB-TOTAL	8	8	
	C-3 CONCOURSE			
116	DUTY FREE - WEITNAUER AMERICA DUTY FREE	3,240		3,240
117	SERVICES - TRAVELEX AMERICA	294		294
L-10	FOOD & BEVERAGE - GATEWAY CAFETERIA (EMPLOYEE)	2,782		2,782
ATM-6/7	SERVICES - INDEPENDENCE COMMUNITY BANK ATM	16		16
TBD	SERVICES - SHOE SHINE	50		50
	SUB-TOTAL	6,382		6,382
	TOTAL	7,690	1,026	6,664
	CONCESSION FACILITIES SUB-TOTAL	98,437	51,582	46,855

EXHIBIT A - PART 1

NEWARK INTERNATIONAL AIRPORT
TERMINAL C
LIST OF LOCATIONS

SPACE	MERCHANDISE CATEGORY	SQ. FT.	EXISTING	NEW
	STORAGE & OFFICE SPACE			
	C-1 CONCOURSE			
ST-1	CA ONE FOOD & BEVERAGE OFFICE	155	155	
ST-2	CA ONE OFFICE MANAGER	167	167	
ST-3	CA ONE GENERAL MANAGER OFFICE	139	139	
ST-4	CA ONE COPY ROOM	117	117	
ST-5	CA ONE ADMINISTRATION OFFICE	118	118	
ST-6	CA ONE MONEY ROOM	173	173	
ST-7	CA ONE MONEY COUNTING ROOM	122	122	
ST-8	CA ONE RETAIL STORAGE	383	383	
ST-9	CA ONE LOCKERS	170	170	
ST-10	CA ONE STORAGE	189	189	
ST-11	CA ONE STORAGE	264	264	
ST-12	CA ONE STORAGE	177	177	
ST-13	CA ONE LIQUOR STORAGE/OFFICE	341	341	
ST-14	CA ONE ACCOUNTING	160	160	
ST-15	CA ONE ACCOUNTING	138	138	
ST-16	CA ONE ACCOUNTING	174	174	
ST-17	CA ONE VENDING MACHINES	170	170	
ST-18	CA ONE RETAIL STORAGE-MAGAZINES/CANDY	566	566	
ST-19	CA ONE FOOD & BEVERAGE DRY STORAGE	203	203	
ST-20	CA ONE COMMISSARY OFFICE	158	158	
ST-21	CA ONE COLD STORAGE	1,550	1,550	
ST-22	CA ONE BEER COLD STORAGE	361	361	
ST-23	CA ONE EQUIPMENT REPAIR (GATE 85)	370	370	
S15	MCDONALDS STORAGE	446	446	
S17	WOK & ROLL STORAGE	202	202	
S19	GARDEN STATE DINER/CAFETERIA STORAGE	188	188	
S01	RESTAURANT SYSTEMS/GREANLEAF GRILL STORAGE	184	184	
S-27	NEW C-1 RESTAURANT STORAGE	538	538	
S-03	WH SMITH STORAGE	176	176	
GATE 85	HUDSON NEWS STORAGE & OFFICE (0-01)	340	340	
GATE 85	THE GROVE STORAGE	160	160	
	SUB-TOTAL	8,599	8,599	
	C-3 CONCOURSE			
93	STORAGE SPACE	610		610
C3-0-043	DUTY FREE STORAGE	1,300		1,300
C3-0-136	STORAGE SPACE	1,918		1,918
C3-0-123	STORAGE SPACE	2,956		2,956
N/A	TRAY WASH ROOM	163		163
N/A	JANITORS CLOSET	63		63
L-40	WESTFIELD OFFICE	365		365
L-50	WESTFIELD OFFICE	1,309		1,309
	SUB-TOTAL	8,684		8,684
	TOTAL	17,283	8,599	8,684

EXHIBIT A - PART 1

NEWARK INTERNATIONAL AIRPORT
TERMINAL C
LIST OF LOCATIONS

SPACE	MERCHANDISE CATEGORY	SQ. FT.	EXISTING	NEW
	RMU PROGRAM			
C103	RMU #1	75	75	
C104	RMU #2	75	75	
C105	RMU #3	75	75	
C106	RMU #4	75	75	
C208	RMU #5	75	75	
C209	RMU #6	75	75	
C210	RMU #7	75	75	
C211	RMU #8	75	75	
C212	RMU #9	75	75	
C213	RMU #10	75	75	
C125	RMU #11	75	75	
TL-E	RMU #12	150		150
TL-W	RMU #13	150		150
MID-B	RMU #14	150		150
MID-C	RMU #15	150		150
	TOTAL	1,425	825	600

SUMMARY-TERMINAL			
MAIN TERMINAL - TICKETING/CONNECTOR/BAGGAGE	10,420	180	10,240
C-1 CONCOURSE	41,926	41,926	-
C-2 CONCOURSE	9,476	9,476	-
C-3 CONCOURSE	36,615	-	36,615
STORAGE SPACE	17,283	8,599	8,684
RMU PROGRAM	1,425	825	600
TOTAL	117,145	61,006	56,139

FOOTNOTES: * B64/B65 will be eliminated on Subtenants opening in B60/B61/B62

SCHEDULE 1

Excerpts from Continental's Food and Beverage Master Sublease Form

Data Sheet reference to Utilities charges:

"**Section 12.01: Utilities:** From and after the Rental Commencement Date, Tenant shall pay its proportionate share of all utilities consumed in the Premises and its proportionate share of the Cooling, Heating and Refrigeration Plant Charge as provided in Section 12.01."

Text of section describing utilities and CHRP charges:

"**Section 12.01** UTILITY SERVICES AND CHARGES. (a) Landlord shall provide access to reasonable and normal amounts (as determined by Landlord) 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 shall have no obligation to provide telephone or data communication services to the Premises. Landlord shall provide a Cooling, Heating and Refrigeration Plant ("CHRP") system (in the capacity Landlord determines in its sole discretion) which provides central services for Landlord's operation of the Terminal. Should Tenant require access to utility services over and above those provided by Landlord, Tenant shall pay directly for the costs of extending those additional utilities to the Premises. Tenant shall be solely responsible for and shall promptly pay for the construction and installation of all utility submeters required for all utilities to be consumed by Tenant within the Premises as well as all fees, deposits and charges, including use and/or connection fees, hook-up fees, standby fees, and/or penalties for discontinued or interrupted service, and the like, for water (domestic cold and high temperature hot, if applicable), gas (if applicable), sewage (if applicable), electricity, heat, air conditioning, fire alarm, burglar alarm, telephone, data transmission, cable television, sewer and sanitation, solid waste disposal and any other service or utility used in or upon or furnished to the Premises, including, without limitation, any services to be supplied by Landlord, irrespective of whether any of the foregoing are initially paid in advance by Landlord, or otherwise. Any such submeters required for the conduct of Tenant's business operations in the Premises shall be installed by Tenant, at its sole cost and expense, in locations approved by Landlord and/or the appropriate public utility service provider.

(b) Tenant shall pay to Landlord on a pro-rata square foot basis, the proportionate share of CHRP charges (which includes chilled water and high temperature hot water services) that provides central services to the entire Terminal at rates which will reflect fully compensatory, non-discriminatory rates reasonably established and allocated to the Premises by Landlord from time to time. Tenant's proportionate share of the CHRP charges shall be determined by multiplying the total CHRP charges incurred by Landlord in the operation of the entire Terminal by a fraction, the numerator of which is the number of square feet of Floor Area in the Premises and the denominator of which is the number of square feet of areas available for occupancy and common public areas within the Terminal (excluding any vertical penetration areas as determined by Landlord from time to time). Such CHRP charges shall be billed by Landlord to Tenant in arrears and shall be paid, as Additional Rent, with the next monthly installment of Guaranteed Rent following Tenant's receipt of the invoice therefor. In addition to the payment of its proportionate share of CHRP charges, Tenant shall pay to Landlord for all other utilities used and consumed by Tenant for the conduct of its business within the Premises on a pro-rata square foot basis, or on a submetered basis where possible, at the election of Landlord, including, without limitation, charges relating to and determined on the following basis: (i) for domestic cold water consumption, Tenant's proportionate share shall be determined by multiplying the number of cubic feet of domestic cold water used in Tenant's business operation by the amount per cubic foot charged to Landlord by the City of Newark and/or the Authority, as applicable; (ii) for electricity and gas (if applicable), Tenant shall make separate arrangements with Public Service Electric and Gas Company (or other applicable public utility service provider) for supply and separate submetering of electricity and gas and shall pay directly to Public Service Electric and Gas Company (or other applicable public utility service provider) all charges incurred; and (iii) for telephone and data transmission services, Tenant shall make separate arrangements with

the applicable public utility service provider and shall pay directly to the applicable public utility service provider all charges incurred. If separate submetering is not possible for any such utility services, Landlord shall make a reasonable allocation to calculate the amount owed by Tenant at rates which will reflect fully compensatory, non-discriminatory, standard rates established by Landlord, the Authority and/or applicable public utility service providers, as the case may be, from time to time. Any such utility charges shall billed by Landlord shall be billed to Tenant in arrears and shall be paid, as Additional Rent, with the next monthly installment of Guaranteed Rent following Tenant's receipt of the invoice therefor.

(c) In no event shall Landlord or the Authority 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 supplied to or by Landlord is changed or is no longer available for Tenant's requirements, nor shall any such interruption, reduction, disruption, curtailment, failure or change in quantity, quality or character constitute or be deemed to constitute actual or constructive eviction of Tenant, or excuse or relieve Tenant from its obligations hereunder, including but not limited to the payment of Rental or all other sums, damages, fees, costs and expenses payable under this Sublease. Any obligation of Landlord to furnish light, power and services from a central utility plant shall be conditioned upon the availability of adequate energy sources. Landlord shall have 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. Notwithstanding anything to the contrary contained in this Section 12.01(c), if any utility to the Premises is supplied by or through either Landlord or the Authority and, due to the sole negligence of either Landlord or the Authority, such utility to the Premises is interrupted which forces Tenant to close its business within the Premises for more than 2 complete and consecutive days, then Guaranteed Rent shall abate for the period commencing on the 3rd day after Tenant is forced to close its business within the Premises and shall continue until the earlier of: (i) the date such utility is restored to the Premises, or (ii) the date Tenant reopens its business in the Premises.

(d) If applicable, Tenant shall operate its additional heating, ventilating and air conditioning ("HVAC") system(s) serving the Premises so as to maintain comfortable conditions during regular Terminal concession business hours. Temperatures in the Premises shall be compatible with temperatures in the Terminal. Tenant's obligation to connect to the services supplied by Landlord, as set forth in this Section 12.01 and Exhibit B, as well as Tenant's operation and maintenance of its HVAC system(s) within the Premises, shall be as set forth herein, in Exhibit B and in any related exhibit(s), such as the Tenant Design Criteria and Handbook 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 prior written approval of Tenant's plans and specifications therefor. If such installation is approved by Landlord, 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 shall have the right to impose reasonable restrictions and require Tenant to comply with any state or local regulations or measure adopted from time to time with respect to conservation of any utilities including water usage."

SCHEDULE 2

Excerpts from Continental's Food and Beverage Master Sublease Form

Data Sheet reference to Food Court Public Area Charge:

"**Section 8.04: Food Court Public Area Charge:** If the Premises are located within or reasonably adjacent to a food court public area, from and after the Rental Commencement Date, Tenant shall pay its proportionate share of the Food Court Public Area Charge as provided in Section 8.04."

Text of section describing Food Court Public Area Charge:

"**Section 8.04** **TENANT'S SHARE OF FOOD COURT PUBLIC AREA EXPENSES.** Landlord has developed food courts and related food court public seating areas in the Terminal. For purposes of this Sublease "food court(s) " mean a non-exclusive, common public seating area for customers of food & beverage concession facilities and for the traveling public. All sanitation and trash removal services for such food courts and related food court public seating areas shall be controlled by Landlord. Such responsibilities shall include, but not be limited to, cleaning of such public seating areas within the food courts including floors, trash removal, trash receptacles, food court trays (operating food court tray washing equipment and well as retrieval and distribution of food court trays to food court concession facilities), food court tables and chairs, related food court furniture and fixtures, if any, and routine maintenance. All equipment to be utilized, methods of operation and employment of personnel shall be at the sole determination of Landlord. If the Premises are located within or reasonably adjacent to the food court areas within the Terminal as specified in the Data Sheet, Tenant agrees to pay as Additional Rent for the benefit of Landlord, the Food Court Public Area Charge as further described in this Section 8.04 and the following shall apply.

(a) Tenant shall have the non-exclusive use, in common with other food & beverage concession facilities, to the food courts, subject to the exclusive control and management thereof at all times by Landlord, as a common seating and food consumption area for its customers; provided that Landlord, at its sole cost, reserves the right to make any changes which it deems appropriate to the food courts, including relocating and/or eliminating all or any part of the food courts in Landlord's reasonable discretion, to assure public safety and convenience or to assure efficient operation of the Terminal, provided any changes shall provide Tenant with reasonable common seating areas for its customers non-exclusive use.

(b) Tenant shall pay to Landlord or its designees, as Additional Rent in the manner and at the place hereinafter provided, Tenant's proportionate share of the "Food Court Public Area Charge" as follows: (collectively, "Operating Costs and Expenses"): all costs and expenses of every kind or nature paid or incurred by Landlord with respect to the food court public seating areas in the Terminal. By way of example, Operating Costs and Expenses shall include, but not be limited to, the full cost of: (a) all labor costs, both supervisors (including both on-site and independent third party off-site supervisory personnel, if any) and personnel, for persons employed to clean the food court area including the cost of identification badges and uniforms; (b) the cost of all supplies and equipment utilized to clean the food court area; (c) the cost of all trash removal receptacles and equipment for the food court area; (d) the cost to purchase, maintain, repair and/or replace all food court area tables, chairs, trash removal receptacles and equipment, furniture and fixtures; (e) the cost to purchase, clean, maintain, repair and/or replace the food trays used by customers and to operate, maintain, repair and/or replace the food tray washing facilities and equipment; and (f) any and all other direct costs which Landlord deems reasonably necessary or desirable in order to operate and maintain a first-class food court facility. With respect to the cost of any procurement of equipment and other items necessary for the operation of the food court area, Landlord shall use commercially reasonable efforts to control such costs. Except as specifically set forth in this Section 8.04(b), Landlord understands and agrees with Tenant that the Food Court Public Area Charge shall not include a fee for Landlord's internal administrative expenses.

(c) The proportionate share so to be paid by Tenant shall be that portion of Operating Costs and Expenses which the number of square feet of Floor Area in the Premises bears to the total number of square feet of

Floor Area of gross leased and occupied Floor Area of all applicable food & beverage concession facilities in the food court area subleased by Landlord; provided, however, any vacant Floor Area excluded shall not exceed twenty percent (20%) of the gross leaseable Floor Area of all such applicable food & beverage concession facilities in the food court subleased by Landlord but such restriction on the exclusion of vacant space, if any, shall not be applicable until Landlord has completed its phase-in schedule with respect to the implementation of the new food & beverage concession program in the Terminal. The gross leased and occupied Floor Area in effect for the whole of any Lease Year shall be the average of the gross leased and occupied Floor Area on the 1st day of each calendar month in such Lease Year.

(d) Tenant's proportionate share of Operating Costs and Expenses for the Food Court Public Area Charge following the Rental Commencement Date shall be paid to Landlord as Additional Rent in equal, consecutive monthly installments on or before the 1st day of each calendar month, in advance, in an amount estimated by Landlord from time to time. 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 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 Food Court Public Area Charge and 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 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 60 days after Tenant has vacated the Premises in the condition required at the conclusion of this Sublease and 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 Food Court Public Area Charge. Notwithstanding anything herein to the contrary, there will be no duplication in charges to Tenant in this Section 8.04 under any other provisions of this Sublease; and, provided, further, although the Operating Costs and Expenses shall be adjusted each Lease Year as determined in Landlord's reasonable discretion, Tenant's proportionate share thereof shall not exceed 115% of the Operating Costs and Expenses for the immediately preceding Lease Year then ended following completion of the phase-in schedule with respect to the implementation of the new food & beverage concession program in the Terminal."

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

Port Authority Permit No. ANB-019
Supplement No. 4
Facility: Newark Liberty International Airport

SUPPLEMENTAL AGREEMENT

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

WITNESSETH, That:

WHEREAS, the Port Authority and the Permittee, as of October 1, 1998, entered into a permit agreement bearing Port Authority Permit No. ANB-019 (which permit agreement, as the same was supplemented by Supplement No. 1, dated as of July 1, 1999, Supplement No. 2, dated as of July 25, 2001 and Supplement No. 3 dated as of February 1, 2003, and as the same may hereafter be supplemented or amended, is hereinafter called the "Permit"), consented and agreed to by the Airline and granting certain permission to develop, sublease on behalf of and in the name of the Airline, manage and market concession spaces at Passenger Terminal Building C (hereinafter called the "Terminal") at Newark Liberty International Airport (hereinafter called the "Airport") as therein set forth; and

WHEREAS, the Airline and the Permittee have entered into a Second Amendment to Contract, dated March 30, 2007 ("Second Amendment to Contract"), to the Management Agreement (as defined in the Permit) pursuant to which, among other things, the parties modified the fees to be paid to the Permittee for its services at the Terminal;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. In the event that upon conducting an examination and audit, as described in Special Endorsement No. 8 to the Permit, the Port Authority determines that unpaid amounts are due to the Port Authority by the Permittee (the "Audit Findings"), the Permittee shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount equal to five percent (5%) of the Audit Findings. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefor by the Port Authority. Such service charge(s) shall be exclusive of, and in addition to, any and all other moneys or amounts due to the Port Authority by the Permittee under this Permit or otherwise. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid service charge shall be deemed

a waiver of the right of the Port Authority of payment of any late charge(s) or other service charge(s) payable under the provisions of this Section with respect to such unpaid amount. Each such service charge shall be and become fees, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the fees to be paid. Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Permit, including, without limitation, the Port Authority's rights to revoke this Permit or (ii) any obligations of the Permittee under this Permit.

5. In the event the Port Authority exercises it right to revoke this Permit if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees, the Permittee shall be obligated to reimburse the Port Authority for any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Permit including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Permit.

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

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

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

9. No Commissioner, director, officer, agent or employee of either the Port Authority or the Permittee shall be charged personally or held contractually liable by or to the other party under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution.

10. This Supplemental Agreement, together with the Permit (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Permittee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Permittee and consented to by the Airline. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Permit or in this Supplemental Agreement.

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

THE PORT AUTHORITY OF NEW YORK
& NEW JERSEY

By: _____
Name: ~~David Kagan~~ Lysa Scutti
(Title) ~~Assistant Director Business, Properties & Airport Development~~ Asst. Dir. Accts

WESTFIELD CONCESSION MANAGEMENT, LLC

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

Consented and agreed to:
CONTINENTAL AIRLINES, INC.

By: _____
Name: Toby Engvist
(Title) Staff Vice President

APPROVED:

FORM	TERMS
NY	S/B

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

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

SUPPLEMENTAL AGREEMENT

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

WITNESSETH, That:

WHEREAS, the Port Authority and the Permittee, as of October 1, 1998, entered into a permit agreement bearing Port Authority Permit No. ANB-019 (which permit agreement, as the same was supplemented by Supplement No. 1, dated as of July 1, 1999, Supplement No. 2, dated as of July 25, 2001, Supplement No. 3 dated as of February 1, 2003 and Supplement No. 4 dated as of March 30, 2007, and as the same may hereafter be supplemented or amended, is hereinafter called the "Permit"), consented and agreed to by the Airline and granting certain permission to develop, sublease on behalf of and in the name of the Airline, manage and market concession spaces at Passenger Terminal Building C (hereinafter called the "Terminal") at Newark Liberty International Airport (hereinafter called the "Airport") as therein set forth; and

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

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

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

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

3. Without in any way limiting the provisions hereof, unless otherwise notified by the Port Authority in writing, in the event the Permittee shall continue to perform the privilege granted under this Permit, after the expiration, revocation or termination of the effective period of the permission granted under this Permit, as such effective period of permission may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Permit or other remedies the Port Authority may have by law or otherwise, the Permittee shall pay to the Port Authority a fee for the period commencing on the day immediately following the date of such expiration or the effective date of such revocation or termination, and ending on the date that the Permittee shall cease to perform the privilege at the Airport under the Permit, equal to twice the sum of the monthly fee under the Permit. Nothing herein contained shall give, or be deemed to give, the Permittee any right to continue to perform the privilege granted under this Permit at the Airport after the expiration, revocation or termination of the effective period of the permission granted under the Permit. The Permittee acknowledges that the failure of the Permittee to cease to perform the privilege at the Airport from and after the effective date of such expiration, revocation or termination will or may cause the Port Authority injury, damage or loss. The Permittee hereby assumes the risk of such injury, damage or loss and hereby agrees that it shall be responsible for the same and shall pay the Port Authority for the same whether such are foreseen or unforeseen, special, direct, consequential or otherwise and the Permittee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

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

5. No Commissioner, director, officer, agent or employee of either the Port Authority or the Permittee shall be charged personally or held contractually liable by or to the other party under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution.

6. This Supplemental Agreement, together with the Permit (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Permittee on the subject matter, and may not be changed, modified, discharged or extended except by

instrument in writing duly executed on behalf of both the Port Authority and the Permittee and consented to by the Airline. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Permit or in this Supplemental Agreement.

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

THE PORT AUTHORITY OF NEW YORK
& NEW JERSEY

By: _____

Name: Lysa C. Scully

(Title) Asst. Dir. CCAS

WESTFIELD CONCESSION MANAGEMENT, LLC

By: _____

Name: Carlos M. Ceci

(Title) Vice President

Consented and agreed to:
CONTINENTAL AIRLINES, INC.

By: _____

Name: Jay Enqvist Emp. #96158
Vice President
Real Estate
Continental Airlines, Inc.

(Title) President

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

MG/dmt

ANB-753

AGREEMENT

BETWEEN

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

AND

WESTFIELD CONCESSION MANAGEMENT, LLC

NEWARK LIBERTY INTERNATIONAL AIRPORT

TERMINALS A AND B

As of September 1, 2007

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AGREEMENT

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

WITNESSETH:

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

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

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

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

ARTICLE 1. GENERAL TERMS AND CONDITIONS

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

ARTICLE 2. TERM

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

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

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

d. In the event the Port Authority exercises its right to revoke or terminate this Agreement if the Contractor shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Agreement, the Contractor shall be obligated to reimburse the Port Authority for any and all personnel and reasonable legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Agreement including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation or termination rights and to collect all amounts due and owing to the Port Authority under this Agreement.

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

ARTICLE 3. SCOPE OF WORK – AIRPORT MANAGEMENT SERVICES

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

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

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

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

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

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

d. Leasing and Marketing to Unaffiliated Third Persons.

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

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

e. Reserved Uses.

"Port Authority Reserved Uses" shall mean the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminals: VIP lounges; airline clubs; airtrain/monorail facilities; advertising (including, without limitation, static display, broadcast and other); pay telephones, pre-paid phone cards, facsimile transmission machines and other public communications services, including without limitation, all Port Authority-owned or operated information and communications technology infrastructure for common Airport use, provided that the Airlines shall retain the right to control the location of

the placement within the Terminals of telephones, phone banks, phone kiosks, facsimile transmission machines and Internet kiosks, only, and the right to deny, upon reasonable grounds, the placement of a particular pay phone facility, facsimile transmission machine or Internet kiosk; rental of cellular phones; concierge services (i.e., a center or location which offers a variety of services for passengers (including, but not limited to, hotel reservations, sale of entertainment events tickets and lottery tickets, luggage storage and delivery, sightseeing tours, business services and provision of touring information)); ground transportation (including vehicle rentals); hotel and other lodging reservations; vending machines dispensing anything (including, but not limited to, catalog and electronic sales) other than products specifically permitted to be sold on the Premises pursuant to a sublease with a specific concessionaire and if approved in advance by the Port Authority; on-airport baggage carts (other than shopping carts made available free of charge to shoppers within the Concession Area) or other on-airport baggage-moving devices; and electronic amusements. The Port Authority shall have the right to all revenues derived for or from the above-stated reserved uses.

f. Customer Service.

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

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

g. Monthly Reporting.

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

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

(ii) Total gross receipts;

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

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

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

h. Lease Administration and Compliance.

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

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

i. Cleaning and Maintenance

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

j. Street Pricing

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

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

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

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

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

ARTICLE 4. PAYMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5. RIGHTS OF SELF-HELP

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

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

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

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

ARTICLE 6. INSURANCE

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

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

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

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

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

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

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

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

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

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

A certificate or other evidence of any renewal policy shall be delivered to the Port Authority prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of the Term. The aforesaid insurance shall be written by a company or companies approved by the Port Authority. If at any time any of the insurance policies shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policies shall become unsatisfactory to the Port Authority, the Contractor shall promptly obtain a new and satisfactory policy in replacement as required by the Port Authority. If the Port Authority at any time so requests, a copy of each of the policies shall be delivered to the Port Authority, certified in a manner and by an authorized representative of the carrier, acceptable to the Port Authority.

g. All insurance coverages required under this paragraph may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of this Agreement. The Port Authority may, at any such time, require commercially reasonable additions, deletions, amendments or modifications to the above-

scheduled insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required.

ARTICLE 7. AIRPORT MANAGER'S AUTHORITY

The terms "**Airport Manager**" or "**Manager**" shall mean the person or persons from time to time designated by the Port Authority to exercise the powers and functions vested in the General Manager of New Jersey Airports at the time of this Agreement, or his or her duly authorized representative.

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

ARTICLE 8. AREAS AVAILABLE FOR CONTRACTOR USE

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

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

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

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

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

ARTICLE 9. GRATUITIES

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

ARTICLE 10. RIGHT OF ACCESS AND INSPECTION

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

ARTICLE 11. AUDIT OF RECORDS

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

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

ARTICLE 12. FEDERAL AIRPORT AID

The Port Authority has applied for and received a grant or grants of money from the Administrator of the Federal Aviation Administration pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented and under prior

federal statutes which said Act superseded and the Port Authority may in the future apply for and receive further such grants. In connection therewith the Port Authority has undertaken and may in the future undertake certain obligations respecting its operation of the Airport and the activities of its contractors, lessees and permittees thereon. The performance by the Contractor of the covenants and obligations contained in this Agreement is therefore a special consideration and inducement to the making of this Agreement by the Port Authority, and the Contractor further covenants and agrees that if the Administrator of the Federal Aviation Administration or any other governmental officer or body having jurisdiction over the enforcement of the obligations of the Port Authority in connection with Federal Airport Aid shall make any orders, recommendations or suggestions respecting the performance by the Contractor of its covenants and obligations under this Agreement, the Contractor will promptly comply therewith at the time or times, when and to the extent that the Port Authority may direct in writing.

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

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

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

c. The Contractor's non-compliance with the provisions of this Article shall constitute a material breach of this Agreement. In the event of the breach by the Contractor of any of the above non-discrimination provisions, the Port Authority may take any appropriate action to enforce compliance or by giving twenty-four (24) hours' notice, may suspend this Agreement or by giving fifteen (15) days notice, may cancel or terminate this Agreement, or may pursue such other remedies as may be provided by law; and as to any or all of the foregoing, the Port Authority may take such action as the United States may direct.

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

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

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

ARTICLE 14. PORT AUTHORITY OPERATIONAL APPROVALS

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

ARTICLE 15. CONTRACTOR'S MINIMUM MANDATORY INVESTMENT

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

ARTICLE 16. OWNERSHIP OF MATERIALS

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

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

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

ARTICLE 17. BROKERAGE

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

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

ARTICLE 18. OFAC REPRESENTATION

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

ARTICLE 19. MODIFICATIONS TO STANDARD CONTRACT TERMS AND CONDITIONS

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

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

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

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

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

(1) The Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or of any State thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all its property; or

(2) By order or decree of a court of competent jurisdiction, the Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors or, if the Contractor is a corporation, by any of the stockholders of the Contractor (or members, or managers, if a limited liability company), seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or

(3) A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Contractor and shall not be dismissed within sixty (60) days after the filing thereof; or

(4) The permission hereunder or the interest or estate of the Contractor under this Agreement shall be transferred to, pass to or devolve upon, by operation of law or otherwise, any other person, firm or corporation without the prior written consent of the Port Authority; or

(5) The Contractor shall, without the prior approval of the Port Authority, become a possessor or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution; or

(6) If the Contractor is a partnership, and the said partnership shall be dissolved as the result of any act or omission of its partners or any of them, or by operation of law or the order or decree of any court having jurisdiction, or for any other reason whatsoever; or

(7) By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or

officer having competent jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Contractor, and such possession or control shall continue in effect for a period of thirty (30) days; or

(8) Any lien shall be filed against the Concession Area because of any act or omission of the Contractor and is not removed or bonded within thirty (30) days; or

(9) The Contractor shall voluntarily discontinue its operations hereunder, or the Contractor, after exhaustion or abandonment of all rights of appeal shall be prevented from conducting operations hereunder for a period of thirty (30) days by action of a governmental agency (with competent authority or jurisdiction over the Contractor) other than the Port Authority; or

(10) The Contractor shall fail duly and punctually to provide all of the statements (including all information required to be contained therein) required to be provided to the Port Authority hereunder when due, or to pay the sums due hereunder or to make any other payment required hereunder when due, and shall continue in its failure to provide such statements or to pay for a period of ten (10) days after delivery of written notice to it from the Port Authority to provide such statements and/or make such payments; or

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

(12) The Contractor shall fail to keep, perform and observe each and every other promise, covenant and agreement set forth in this Agreement on its part to be kept, performed or observed within thirty (30) days after receipt of written notice of default thereunder from the Port Authority (except where fulfillment of its obligation requires activity over a period of time, and the Contractor shall have commenced to perform whatever may be required for fulfillment within thirty (30) days after receipt of written notice and continues such performance without interruption except for causes beyond its control);

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

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

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

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

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

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

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

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

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

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

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

statutes respecting suits against the Port Authority.

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

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

ARTICLE 20. MISCELLANEOUS

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

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

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

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

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

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

ARTICLE 21. ENTIRE AGREEMENT

This Agreement consists of the following: Articles 1 through 21 inclusive, Schedule A and Exhibits A through E. It constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by the Port Authority and the Contractor. The Contractor agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in this Agreement.

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

ATTEST:

Secretary

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By

(Title) Asst. Dir. CCAS

(Seal)

ATTEST:

Secretary

WESTFIELD CONCESSION MANAGEMENT, LLC,
a Delaware limited liability company

By

(Title) Bill Giourcukos EXECUTIVE VICE President

(Corporate Seal)

APPROVED	
FORM	TERMS

SCHEDULE A - List of Existing and Pending Tenancies/Users

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

List of Pending Leases

Contract #	Tenant
ANB-623	Dunkin Donuts
TBD	The Grove

SCHEDULE A

PA Agmt #	Tenant (& DBA)	Space	Square Feet	SF occupied	Rental Start Date	Lease Expiration	Mag (current) MONTHLY	Annual MAG	Monthly Distrib Fee	Annual Distributor	Monthly Food Ct CAM	Annual Food Court CAM	Percentage Fee & Breakpoint	Promotion Fee
ANB-522	JLJ Newark, LLC Airport Wireless	A10	636	636	1/1/2005	12/31/2011	9,620.15	$115,441.80	1,101.31	$13,215.72			Greater of MAG or Percentage Fee: 8.0% PDA's 10.0% all other merchandise, except laptop bags 16.0% travel bags	0.5%
ANB-202	Shoeshine International Boss Shoe Shine													
		B1 sat	50	50	open	12/12/2005	464.34	55,572.08					Greater of MAG or Percentage Fee:	0%
			100	100	open									
		A2 sat	50	50	open 4/11/2006		50.00	$600.00					10.0% Merchandise only	
														0.0%
ANB-265	CBR, Incorporated					10/31/2009							Greater of MAG or Percentage Fee	
	Jersey	A7	813	813	open for bus 10/10/02		3,333.33	$39,999.96	1,219.50	$14,634.00			10.0% Gross Revenues up to $800,000	0.5%
	Creative Kidstuff	A14b	1,386	1,386	open for bus 10/5/02 *10/15 due to tile		3,333.33	$39,999.96	2,079.00	$24,948.00			12.0% Gross Revenues from $800,001 to $1.2 million 14.0% Gross Revenues over $1.2 million	0.5%
ANB-267	Compass Group USA, Inc Stage Deli (former Café Ritazza) (Now CHS)	B7d	1,089	1,089	open for bus 9/27/02	9/30/2009	8,333.33	$99,999.96	1,633.50	$19,602.00	$2,083.33	$25,000	Greater of MAG or Percentage Fee: 15.0% Gross Revenues up to $1.3 million 16.0% Gross Revenues from $1.3 to $1.6 million	0.5%
PERMIT	CHS-office	B28a	193	193	9/1/2004	TBD	1,125.83	$13,510.00						
ANB-203	EJE Retail LLC	B14	2,719	2,719		(ext to 2010 pndg)	154,166.70	$1,850,000.40				$0	Greater of MAG or Percentage Fee for Terminal B locations: 24.5% $0 - $4,000,000 26.5% $4,000,001 - $12,000,000 28.5% $12,000,001 and greater Greater of MAG or Percentage Fee for Terminal A locations: 5.0% 35.0% $500,001 - $850,000 30.0% $850,000 - $1,000,000 If Gross Concession Revenue for Terminal A exceeds $1,000,000 then greater of MAG or Percentage Fee for both Terminal A and B locations: 24.5% $0 - $5,000,000 26.5% $5,000,001 - $13,000,000 28.5% $13,000,001 and greater	0.5%
		B16	1,768	1,768		8/31/2007	-15,416.70	($185,000.40)						
		B18	550		open 10/25/04									
		A4a	202		in design process									
		A32	209		in design process									
		A-temp	400		2002	closed 7/04								
ANB-227	Erwin Pearl Retail, Inc.						2,708.33	$32,499.96					Greater of MAG or Percentage Fee:	
	Terminal A Store	A8	365	365	open 9/25/02	Closed 2/2007						N/A	15.0% $50,000 and greater	0.5%
	Terminal B Store	B11	777	777	5/18/2001	8/31/2008 per AF ltr						N/A	17.0% $50,000 - $83,333.34 20.0% $83,333.34 and greater	0.5%
ANB-208	FD Leasing Inc (frmr Marosa)	A6b	749	749	3/8/2002	5/31/2009	23,321.72	$279,860.64	1,310.10	$15,721.20	$2,427.55	$25,000	Greater of MAG or Percentage Fee:	0.5%

SCHEDULE A

PA Agmt #	Tenant (& DBA)	Space	Square Feet	SF occupied	Rental Start Date	Lease Expiration	Mag (current) MONTHLY	Annual MAG	Monthly Distrib Fee	Annual Distributor	Monthly Food Ct CAM	Annual Food Court CAM	Percentage Fee & Breakpoint	Promotion Fee
	Famous Familgia Pizza												20.0% of gross revenue	
			Closed 10/25/2005											
ANB-243	Creative Host Services (CHS)						37,500.00	$450,000.00	10,449.00	$125,388.00			Greater of MAG or Percentage Fee:	
	Garden State Deli & Bar	A20	2,310	2,310	open for bus 9/17/02								13.0% food & non-alcohol: $0 - $4,000,000	0.5%
	Formaggio's Cafe	B6	1,506	1,506	opened 6/19/02	9/30/2010							14.0% food & non-alcohol: $4,000,001 and greater	
	O'Brien's Pub	B22	3,150	3,150	opened 5/4/02								16.0% alcohol: $0 - $4,000,000	
	(former Gladco)												18.0% alcohol: $4,000,001 and greater	
ANB-268	Globa Spa LLC	B13	440	440	open for bus 2/24/03		4,000.00	$48,000.00	660.00	$7,920.00			Greater of MAG or Percentage Fee:	0.5%
	d_parture Spa				rent start: 1/29/03	1/31/2008							12.0% Gross Revenues up to $625,000	
													13.0% Gross Revenues over $625,000	
ANB-204	Gosh Enterprises, Inc.	B7c	696	696	2/2/2001	2/28/2008	12,720.67	$152,648.04	1,225.88	$14,710.56	$2,447.54	$29,368	Greater of MAG or Percentage Fee:	0.5%
	Charley's Steakery												15.0% $72,222.25 - $83,333.33	
													17.0% $83,333.34 and greater	
TBD	The Grove												Percentage Fee in addition to MAG:	
		A6c	1,111		9/1/2004	8/31/2011	10,833.33	$130,000.00	1,666.50	$19,998.00	2083.33	$25,000	15% of gross : $122,222.22 and greater	0.5%
	Subway/Grove	A31	200		4/1/2005								17% of gross receipts from $1.5M to $2M	
													19% of gross receipts over $2M	
ANB-205	Host International Inc.					5/31/2010	92,044.13	$1,104,529.56	11,648.92	$139,787.04	2287.47	$27,450		0.5%
		Permanent:												
	Dick Clarks	A19	1,182	1,182	4/7/2001								13.0% food: $0 - $7,000,000	
	Budweiser Brewhouse	A22	1,283	1,283	5/31/2001								14.0% food: $7,000,001 and greater	
	Sam Adams	B17	807	807	1/19/2001								15.0% alcohol: $0 - $3,000,000	
	Starbucks	BLA	900	900	open								16.0% alcohol: $3,000,001 and greater	
	Sam Adams	B20	765	765	8/30/2001								14.0% merch & rda: $0 - $100,000	
	Burger King	A6e	774	774	open 5/11/02								16.0% merch. & rda: $100,000 and greater	
	Starbuck's	A2	167	167	5/21/2001									
	Nathans	A16	160	160	1/24/2002	closed 2/2006								
	Cinnabon	A15	318	318	open 5/17/02	12/1/2006								
	Budweiser Brewhouse	B15	995	995	open for bus 10/25/02	closed 2/2005								
	Starbuck's	A26	204	204	open 12/16/03									
	Starbuck's	A33	210	210	open 11/24/03									
	Starbuck's	B4	180	180	5/30/2003									
	Host Cart (from Starbucks cart)	B24	50	50	open 12/3/03									
	Ice cream cart	A28	32	32	open 12/15/03	closed 6/05								
	Sunglass Design	A13a	535	535	9/22/2003		2,916.67	$35,000.04					13.0% merch to $600,000, 16% over 600,000	
	Great American Bagel	A3	318	318										
	Wolfgang Puck Grab and Go	B25	330	50	7/3/2004								sales roll into food total	
PERMIT	Host-Office	B28b	183	183	9/1/2004	6/30/2007	1,067.50	$12,810.00						
	Host (Chili's)	B15/B15a	2,400		7/15/2005	7/31/2015	19,166.67	$230,000.04	1,492.50	$17,910.00	n/a		12% food/13%alc%merch	

SCHEDULE A

PA Agmt #	Tenant (& DBA)	Space	Square Feet	SF occupied	Rental Start Date	Lease Expiration	Mag (current) MONTHLY	Annual MAG	Monthly Distrib Fee	Annual Distributor	Monthly Food Ct CAM	Annual Food Court CAM	Percentage Fee & Breakpoint	Promotion Fee
ABN-207	L.M. Tran Inc. Asian Chao	B7e	696	696	2/8/2001	2/28/2008	15,656.21	$187,874.52	1,225.88	$14,710.56	$2,447.34	$29,368	Greater of MAG or Percentage Fee: 16.0% $0 - $125,000 18.0% $125,001 - $166,666.67 20.0% $166,666.68 - $183,333.33 22.0% $183,333.34 and greater	0.5%
ANB-209	McDonald's Corporation (Franglo franchisee)	B7b	800	800	1/23/2001	1/31/2008	14,583.34	$175,000.08	1,200.00	$14,400.00	$2,083.33	$25,000	Greater of MAG or Percentage Fee: 13.5% $0 - $83,333.34 14.5% $83,333.35 - $125,000 15.5% $125,001 and greater	0.5%
ANB-269	Massage Bar	A14a A20a	645 167	645 167	Aug 25 2003 11/10/2003	8/31/2010	2,916.67	$35,000.04					Greater of MAG or Percentage Fee: 12.0% Gross Revenues up to $625,000 13.0% over 625K	0.5%
ANB-212	Press Relay at Newark, LLC Relay Relay A-ramp (temp) X_press Relay Relay Relay Relay Homeword Bound Relay Relay Relay American Scene/Relay Virgin Records American Scene/Relay	 A1 A17 A20b A21 A23 A25 BA3 B2a B2b B12 B16a B19 B21 B8 A29	 1,113 1,124 1,065 577 160 500 1,160 812 916 556 770 1,500 809 224	 1,113 1,124 1,065 577 160 500 1,160 812 916 556 770 1,500 809 224	 12/19/2000 12/18/2000 closed 2/28/02 1/25/2001 1/29/2001 2/8/2001 6/22/2000 12/23/2000 6/29/2001 8/28/2000 6/1/2001 6/15/2001 1/24/2001 12/16/2002 11/24/2003	 12/31/2007 12/31/2007 1/31/2008 1/31/2008 2/28/2008 6/30/2007 12/31/2007 6/30/2008 8/31/2007 6/30/2008 6/30/2008 1/31/2008 12/31/2009 11/31/10	341,666.67	$4,100,000.04	20,103.19	$241,238.28		$0	Greater of MAG or Percentage Fee: 30.0% Gift merchandise 18.0% Books, magazines & other 12.0% Newspapers, phone cards & cd's 25.0% RDA, slotting fees and on-premises advertising	0.5%
ANB-210	TGIF Restaurant LLC, Inc Main Satellite	 A12 A24	 4,828 1,231	 4,828 1,231	 6/25/2001 6/25/2001	 6/30/2008	25,000.00	$300,000.00	10,550.47	$126,605.64			Greater of MAG or Percentage Fee: 10.0%	0.5%
ANB-213	Travelex America, Inc	A9 B10 B18 *A30* *B26* B3sat Customs cart	96 98 96 *15* *30* 96 50	96 98 96 96 50	 1/22/2001 1/22/2001 3/1/2004 3/1/2004 12/3/2004	 5/31/2005	37,750.00	$453,000.00		$0			Greater of MAG or Percentage Fee: foreign currency services: 4.4% $1,000,000 - $1,083,333.33 4.6% $1,083,333.33 - $1,166,666.66 4.8% $1,166,666.66 and greater 10.0% check cashing services 20.0% travel insurance, baggage storage, VAT reclaim services, business services and wire and money order services 30.0% ATM transactions	$2,500

SCHEDULE A

PA Agmt #	Tenant (& DBA)	Space	Square Feet	SF occupied	Rental Start Date	Lease Expiration	Mag (current) MONTHLY	Annual MAG	Monthly Distrib Fee	Annual Distributed	Monthly Food Ct CAM	Annual Food Court CAM	Percentage Fee & Breakpoint	Promotion Fee
ANB-214	Treynon Enterprises, LLC Villa Pizza	B7f	360	360	2/9/2001	12/31/2008	14,583.33	$174,999.96	1,514.74	$18,176.88	$2,447.34	$29,368	Percentage fee in addition to MAG: 19.0% $921,052.63 - $1,000,000 21.0% $1,000,001 and greater	0.5%
ANB-215	Universal Coffee Express Seattle Best/Wetzel Pretzel Seattle Coffee Seattle Coffee	 B23 A19a B23a	 631 200 90	 631 211 90	 8/10/2001 12/22/2001 11/20/2001	8/31/2008	8,571.43	$102,857.16	1,726.24	$20,714.88			Greater of MAG or Percentage Fee: 15.0%	0.5%
ANB-217	Wok & Roll of Newark, Inc. Wok & Roll	A6g	640	640	1/31/2002	1/31/2009	13,604.34	$163,252.08	1,119.44	$13,433.28	$2,427.55	$29,131	Greater of MAG or Percentage Fee: 15.0% $0 - $83,333.33 17.0% $83,333.33 and greater	0.5%
ANB-264	Walden Book Company, Inc Borders (Seattle's café)	A11	 1,510 320	 1,510 320	open for bus11/6/02	10/31/2009	16,666.67	$200,000.04	2,745.00	$32,940.00			Greater of MAG or Percentage Fee: 10.5% Merchandise 14.0% Food & Beverage	0.5%
ANB-623 Permit	Dunkin Donuts		336			2012	7,083.34	$84,996.00	507.50	$6,090.00			Greater of MAG or Percentage Fee: 13.0% of gross sales	0.5%
 TBD *TBD*	Fd. Ct. Extra Seating Area *Removed (formerly Host Cart)* *TBD*	B5 *A27* *A3*	 *80* *365*	347 	 *TBD*	 *NO*								
ANB-454	Valenti Fragrance & Cosm. Inc	A4	556		1/6/2006 open for bus 3/28/06	12/10/2010?	2,500.00	$30,000.00					Greater of MAG or 10% of gross up to $600,000	0.5%
ANB-663	Cereality development Corp Cereality Permit	A27a A34a B32a	75 75 75	75 75 75	11/15/2006	10/31/2007	1,666.67 1,666.67 1,666.67	$20,000.04 $20,000.04 $20,000.04	229.17	$2,750.04			Greater of MAG or Percentage Fee: 15.0% Gross Revenues	$1500/yr
ANB-XXX	Central Station Grocery Corp Central Market Grill 8 mo Permit	A6f	701	701	11/15/2006	7/15/2007	3,500.00	$28,000.00	0.00	$0.00	$2,083.00	$24,996.00	Greater of MAG or Percentage Fee: 15.0% Gross Revenues up to $83,333 17.0% Gross Revenues $83,333.01-125,000 per month 20.0% Gross Revenues - over $125,000 per month	0.0%
			54,626	51,972			$88,371.34	$10,462,451.96	75,407.84	$904,894.08	$22,817.58	$244,684		

**Italic tenants are spaces to be opened*

Exhibit A

SERVICES

EXHIBIT A

SERVICES

1. Planning & Development, Overall Services

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

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

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

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

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

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

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

2. Overall Property Management

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

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

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

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

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

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

(f) Coordinate periodic Port Authority employee training programs.

(g) Respond to customer/passenger complaints.

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Design & Construction Services

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

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

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

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

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

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

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

4. Leasing, Budgeting and Financial Analysis

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Marketing

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

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

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

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

6. Facilities Management

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

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

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

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

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

7. Operations Reviews

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

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

8. Tenant Communications

Develop and distribute orientation and information manuals for tenants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Tenant Support

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

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

11. Airline Relations

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

12. Transition Plan

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

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

Exhibit B

CONCESSION SPACE IN TERMINALS A AND B

TERMINAL A

DRY STORAGE #

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

FREEZERS & COOLERS#

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

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

TERMINAL B

DRY STORAGE #

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

FREEZERS & COOLERS#

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

EXHIBIT D

STANDARD CONTRACT TERMS AND CONDITIONS

STANDARD CONTRACT TERMS AND CONDITIONS

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STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART II GENERAL PROVISIONS

1. Facility Rules and Regulations of The Port Authority

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

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

2. Contractor Not An Agent

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

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

3. Contractor's Warranties

The Contractor represents and warrants:

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

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

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

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

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

4. Personal Non-Liability

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

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

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

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

6. Rights and Remedies of the Port Authority

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

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

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

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

d. The right to money damages.

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

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

7. Rights and Remedies of the Contractor

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

8. Submission To Jurisdiction

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

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

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

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

9. Harmony

a. The Contractor shall not employ any persons or use any labor, or use or have any equipment, or permit any condition to exist which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies at the Facility which interfere or are likely to interfere with the operation of the Port Authority or with the operations of lessees, licensees or other users of the Facility or with the operations of the Contractor under this Contract.

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

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

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

10. Claims of Third Persons

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

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

11. No Third Party Rights

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

12. Provisions of Law Deemed Inserted

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

13. Costs Assumed By The Contractor

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

14. Default, Revocation or Suspension of Contract

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

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

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

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

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

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

1. The Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any State thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all its property; or
2. By order or decree of a court the Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors, or, if the Contractor is a corporation,

by any of the stockholders of the Contractor, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or

3. A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against the Contractor and shall not be dismissed within thirty (30) days after the filing thereof; or
4. The interest of the Contractor under this Contract shall be transferred to, passed to or devolve upon, by operation of law or otherwise, any other person, firm or corporation, or
5. The Contractor, if a corporation, shall, without the prior written approval of the Port Authority, become a surviving or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution; or
6. If the Contractor is a partnership, and the said partnership shall be dissolved as the result of any act or omission of its copartners or any of them, or by operation of law or the order or decree of any court having jurisdiction, or for any other reason whatsoever; or
7. By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Contractor and such possession or control of all or substantially all of the property of the Contractor and shall continue in effect for a period of fifteen (15) days;

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

c. If any of the following shall occur:

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

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

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

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

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

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

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

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

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

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

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

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

15. Sales or Compensating Use Taxes

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

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

16. No Estoppel or Waiver

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

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

17. Records and Reports

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

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

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

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

18. General Obligations

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

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

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

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

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

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

1. will invalidate or be in conflict with any fire insurance policies covering the Facility or any part thereof or upon the contents of any building thereon; or
2. will increase the rate of any fire insurance, extended coverage or rental insurance on the Facility or any part thereof or upon the contents of any building thereon; or
3. in the opinion of the Port Authority will constitute a hazardous condition, so as to increase the risk normally attendant upon the operations contemplated by this Contract; or
4. may cause or produce in the premises, or upon the Facility any unusual, noxious or objectionable smoke, gases, vapors, odors; or
5. may interfere with the effectiveness or accessibility of the drainage and sewerage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located or to be installed or located in or on the Facility; or
6. shall constitute a nuisance in or on the Facility or which may result in the creation, commission or maintenance of a nuisance in or on the Facility.

f. If by reason of the Contractor's failure to comply with the provisions of this Section and provided the Port Authority has given the Contractor five (5) days written notice of its failure and the Contractor shall not have cured said failure within said five (5) days, any fire insurance, extended coverage or rental insurance rate on the Facility or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Contractor shall on demand pay the Port Authority that part of all fire insurance, extended coverage or rental insurance premiums paid or payable by the Port Authority which shall have been charged because of such violations by the Contractor.\

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

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

19. Assignments and Subcontracting

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

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

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

20. Indemnification and Risks Assumed By The Contractor

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

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

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

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

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

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

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

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

21. Approval of Methods

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

22. Safety and Cleanliness

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

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

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

23. Accident Reports

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

24. Trash Removal

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

or emptying them. The Contractor shall exercise care in removing such garbage, debris and other waste materials from the Facility. The manner of such storage and removal shall always be subject in all respects to the continual approval of the Port Authority. No equipment or facilities of the Port Authority shall be used in such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Facility.

25. Lost and Found Property

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

26. Property of the Contractor

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

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

27. Modification of Contract

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

28. Invalid Clauses

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

29. Approval of Materials, Supplies and Equipment

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

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

30. Intellectual Property

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

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

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

31. Contract Records and Documents – Passwords and Codes

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

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

32. High Security Areas

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

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

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

33. Notification of Security Requirements

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

i. Identity Checks and Background Screening

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

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

ii. Issuance of Photo Identification cards:

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

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

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

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

and/or new governmental regulations.

34. Construction In Progress

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

35. Permit-Required Confined Space Work

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

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

36. Signs

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

37. Vending Machines, Food Preparation

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

38. Non-Publication

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

39. Time is of the Essence

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

40. Holidays

The following holidays will be observed at the Site:

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

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

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

41. Personnel Standards

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

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

42. General Uniform Requirements for Contractor's Personnel

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

43. Labor, Equipment and Materials Supplied by the Contractor

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

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

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

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

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

applicable regulations.

44. Contractor's Vehicles – Parking - Licenses

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

45. Manager's Authority

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

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

46. Price Preference

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

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

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

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

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

47. Good Faith Participation

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

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

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

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

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

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

PART III CONTRACTOR'S INTEGRITY PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In addition, during the term of this Contract, the Contractor shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated April 11, 1996 (a copy of which is available upon request to the Office of the Secretary of the Port Authority).

The Contractor shall include the provisions of this clause in each subcontract entered into under this Contract.

5. Conflict of Interest

During the term of this Contract, the Contractor shall not participate in any way in the preparation, negotiation or award of any contract (other than a contract for its own services to the Authority) to which it is contemplated the Port Authority may become a party, or participate in any way in the review or resolution of a claim in connection with such a contract if the Contractor has a substantial financial interest in the contractor or potential contractor of the Port Authority or if the Contractor has an arrangement for future employment or for any other business relationship with said contractor or potential contractor, nor shall the Contractor at any time take any other action which might be viewed as or give the appearance of conflict of interest on its part. If the possibility of such an arrangement for future employment or for another business arrangement has been or is the subject of a previous or current discussion, or if the Contractor has reason to believe such an arrangement may be the subject of future discussion, or if the Contractor has any financial interest, substantial or not, in a contractor or potential contractor of the Authority, and the Contractor's participation in the preparation, negotiation or award of any contract with such a contractor or the review or resolution of a claim in connection with such a contract is contemplated or if the Contractor has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest, the Contractor shall immediately inform the Director in writing of such situation giving the full details thereof. Unless the Contractor receives the specific written approval of the Director, the Contractor shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. In the event the Director shall determine that the performance by the Contractor of a portion of its Services under this Agreement is precluded by the provisions of this numbered paragraph, or a portion of the Contractor's said Services is determined by the Director to be no longer appropriate because of such preclusion, then the Director shall have full authority on behalf of both parties to order that such portion of the Contractor's Services not be performed by the Contractor, reserving the right, however, to have the Services performed by others and any lump sum compensation payable hereunder which is applicable to the deleted work shall be equitably adjusted by the parties. The Contractor's execution of this document shall constitute a representation by the Contractor that at the time of such execution the Contractor knows of no circumstances, present or anticipated, which come within the provisions of this paragraph or which might otherwise be viewed as or give the appearance of a conflict of interest on the Contractor's part. The Contractor acknowledges that the Authority may preclude it from involvement in certain disposition/privatization initiatives or transactions that result from the findings of its evaluations hereunder or from participation in any contract which results, directly or indirectly, from the Services provided by the Contractor hereunder.

6. Definitions

As used in this section, the following terms shall mean:

Affiliate - Two or more firms are affiliates if a parent owns more than fifty percent of the voting stock of each of the firms, or a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the firms, or if the firms have a common proprietor or general partner.

Agency or Governmental Agency - Any federal, state, city or other local agency, including departments, offices, public authorities and corporations, boards of education and higher education, public development corporations, local development corporations and others.

Investigation - Any inquiries made by any federal, state or local criminal prosecuting agency and any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental agency. Except for inquiries concerning civil anti-trust investigations, the term does not include inquiries made by any civil government agency concerning compliance with any regulation, the nature of which does not carry criminal penalties, nor does it include any background investigations for employment, or Federal, State, and local inquiries into tax returns.

Officer - Any individual who serves as chief executive officer, chief financial officer, or chief operating officer of the Bidder by whatever titles known.

Parent - An individual, partnership, joint venture or corporation which owns more than 50% of the voting stock of the Bidder.

If the solicitation is a Request for Proposal:

Bid - shall mean Proposal;
Bidder - shall mean Proposer;
Bidding - shall mean submitting a Proposal.

In a Contract resulting from the taking of bids:

Bid - shall mean bid;
Bidder - shall mean Bidder;
Bidding - shall mean executing this Contract.

In a Contract resulting from the taking of Proposals:

Bid - shall mean Proposal;
Bidder - shall mean Proposer;
Bidding - shall mean executing this Contract.

Exhibit E

BLOCKED ACCOUNT AGREEMENT

EXHIBIT E

(Lockbox - Without Activation)

DEPOSIT ACCOUNT CONTROL AGREEMENT

This Agreement is entered into as of September ___, 2007, among Westfield Concession Management, LLC ("Company"), The Port Authority of New York and New Jersey ("Authority"), and Bank of America, N.A. ("Bank") with respect to the following:

A. Bank has agreed to establish and maintain for Company post office number 51065, Los Angeles, CA 90074-1065 (the "Lockbox Address") and deposit account number xxxxx-97405 (the "Account"). Bank performs the services described in Exhibit A, which includes receiving mail at the Lockbox Address, processing it and depositing checks and other payment instructions ("Checks") into the Account (the "Lockbox Service").

B. Company entered into a certain agreement dated as of September 1, 2007 with the Authority, pursuant to which the Company manages the concession program at Newark Liberty International Airport, Terminals A & B and acts as collection agent for the Authority with respect to rental payments from the Authority's concession tenants.

C. Company, Authority and Bank are entering into this Agreement to evidence Authority's security interest in the Account and such Checks and to provide for the disposition of net proceeds of Checks deposited in the Account.

Accordingly, Company, Authority and Bank agree as follows:

1. (a) This Agreement evidences Authority's control over the Account. A reasonable period of time, not to exceed two Business Days (defined below) following the effective date of this Agreement, Bank shall prevent Company from making any withdrawals from the Account. Notwithstanding anything to the contrary in the agreement between Bank and Company governing the Account, Bank will comply with instructions originated by Authority as set forth herein directing the disposition of funds in the Account without further consent of the Company.

(b) Company represents and warrants to Authority and Bank that it has not assigned or granted a security interest in the Account or any Check deposited in the Account, except to Authority.

(c) Company will not permit the Account to become subject to any other pledge, assignment, lien, charge or encumbrance of any kind, other than Authority's security interest referred to herein.

(d) The Account may receive merchant card deposits and chargebacks. Company acknowledges and agrees that within a reasonable period of time following the effective date of this Agreement chargebacks will be blocked from debiting the Account.

2. A reasonable period of time following the effective date of this Agreement, and continuing on each Business Day thereafter, Bank shall transfer all available balances in excess of $1,000.00 in the Account to Authority at its account specified below.

Bank Name:	Commerce Bank
Bank Address:	6000 Atrium Way, Mount Laurel, NJ 08054
ABA No.:	031201360
Account Name:	Port Authority of New York and New Jersey
Account No.:	A/R Lockbox Account # Ex. 1
Beneficiary's Name:	Port Authority of New York and New Jersey

A "Business Day" is each day except Saturdays, Sundays and Bank holidays. Funds are not available if, in the reasonable determination of Bank, they are subject to a hold, dispute or legal process preventing their withdrawal.

3. Bank agrees it shall not offset, charge, deduct or otherwise withdraw funds from the Account, except as permitted by Section 4, until it has been advised by Authority that this Agreement is terminated by means of a letter substantially in the form of the Termination Notice (defined below).

4. Bank is permitted to charge the Account:

(a) in the event any Check deposited into the Account is returned unpaid for any reason or for any breach of warranty claim; and

(b) for any ACH credit entries that may have been originated by Company but that have not settled on the effective date of this Agreement or for any entries, whether credit or debit, that are subsequently returned thereafter.

Fees and charges relating to the Account or associated with the Lockbox Service and this Agreement will be charged to another account (the "Billing Account") designated by the Company.

5. (a) If the balances in the Billing Account are not sufficient to compensate Bank for any fees or charges due Bank in connection with the Account, the Lockbox Service or this Agreement, Company agrees to pay Bank on demand the amount due Bank. Company will have breached this Agreement if it has not paid Bank, within five days after such demand, the amount due Bank.

(b) If the balances in the Account are not sufficient to compensate Bank for any returned Check, Company agrees to pay Bank on demand the amount due Bank. If Company fails to so pay Bank immediately upon demand, Authority agrees to pay Bank within five days after Bank's demand to Authority to pay any amount received by Authority with respect to such returned Check. The failure to so pay Bank shall constitute a breach of this Agreement.

(c) Company hereby authorizes Bank, without prior notice, from time to time to debit the Billing Account for the amount or amounts due Bank under subsection 5(b).

6. (a) Each Business Day, Bank will send any Checks not processed in accordance with the Lockbox Service set-up documents as well as any other materials, such as invoices, received at the Lockbox Address plus information regarding the deposit for the day to the address specified below for Company or as otherwise specified in writing by Company to Bank, and will send a copy of the deposit advice to the address specified below for Authority.

(b) In addition to the original Bank statement provided to Company, Bank will provide Authority with a duplicate of such statement.

7. (a) Bank will not be liable to Company or Authority for any expense, claim, loss, damage or cost ("Damages") arising out of or relating to its performance under this Agreement other than those Damages which result directly from its acts or omissions constituting negligence or intentional misconduct.

(b) In no event will Bank be liable for any special, indirect, exemplary or consequential damages, including but not limited to lost profits.

(c) Bank will be excused from failing to act or delay in acting, and no such failure or delay shall constitute a breach of this Agreement or otherwise give rise to any liability of Bank, if (i) such failure or delay is caused by circumstances beyond Bank's reasonable control, including but not limited to legal constraint, emergency conditions, action or inaction of governmental, civil or military authority, fire, strike, lockout or other labor dispute, war, riot, theft, flood, earthquake or other natural disaster, breakdown of public or private or common carrier communications or transmission facilities, equipment failure, or negligence or default of Company or Authority or (ii) such failure or delay resulted from Bank's reasonable belief that the action would have violated any guideline, rule or regulation of any governmental authority.

(d) Bank shall have no duty to inquire or determine whether Company's obligations to Authority are in default. Bank may rely on notices and communications it believes in good faith to be genuine and given by the appropriate party.

(e) Notwithstanding any of the other provisions in this Agreement, in the event of the commencement of a case pursuant to Title 11, United States Code, filed by or against Company, or in the event of the commencement of any similar case under then applicable federal or state law providing for the relief of debtors or the protection of creditors by or against Company, Bank may act as Bank deems necessary to comply with all applicable provisions of governing statutes and shall not be in violation of this Agreement as a result.

(f) Bank shall be permitted to comply with any writ, levy order or other similar judicial or regulatory order or process concerning the Lockbox Address, the Account or any Check and shall not be in violation of this Agreement for so doing.

8. (a) Company shall indemnify Bank against, and hold it harmless from, any and all liabilities, claims, costs, expenses and damages of any nature (including but not limited to allocated costs of staff counsel, other reasonable attorney's fees and any fees and expenses) in any way arising out of or relating to disputes or legal actions concerning Bank's provision of the services described in this Agreement. This section does not apply to any cost or damage attributable to the

gross negligence or intentional misconduct of Bank. Company's obligations under this section shall survive termination of this Agreement.

(b) Authority hereby agrees to indemnify, defend and hold harmless Bank against any loss, liability or expense (including but not limited to allocated costs of staff counsel, other reasonable attorney's fees and any fees and expenses) arising from Bank complying with any written instructions of Authority pursuant to this Agreement other than if related to Bank's gross negligence, bad faith, or willful misconduct. Authority's obligations under this section shall survive termination of this Agreement.

9. (a) Company shall pay to Bank, upon receipt of Bank's invoice, all costs, expenses and attorneys' fees (including allocated costs for in-house legal services) incurred by Bank in connection with the enforcement of this Agreement and any instrument or agreement required hereunder, including but not limited to any such costs, expenses and fees arising out of the resolution of any conflict, dispute, motion regarding entitlement to rights or rights of action, or other action to enforce Bank's rights in a case arising under Title 11, United States Code. Company agrees to pay Bank, upon receipt of Bank's invoice, all costs, expenses and attorneys' fees (including allocated costs for in-house legal services) incurred by Bank in the preparation and administration of this Agreement (including any amendments hereto or instruments or agreements required hereunder).

(b) Authority shall pay to Bank, upon receipt of Bank's invoice, all costs, expenses and attorneys' fees (including allocated costs for in-house legal services) incurred by Bank in connection with the enforcement against Authority of this Agreement and any instrument or agreement required hereunder to the extent that Bank is the prevailing party in such enforcement action.

10. Termination and Assignment of this Agreement shall be as follows:

(a) Authority may terminate this Agreement by providing notice substantially in the form of Attachment I ("Termination Notice") to Company and Bank that all of Company's obligations which are secured by Checks and the Account are paid in full. Authority may also terminate or it may assign this Agreement upon 30 days' prior written notice to Company and Bank. Bank may terminate this Agreement upon 30 days' prior written notice to Company and Authority. Company may not terminate this Agreement or the Lockbox Service except with the written consent of Authority and upon prior written notice to Bank.

(b) Notwithstanding subsection 10(a), Bank may terminate this Agreement at any time by written notice to Company and Authority if either Company or Authority breaches any of the terms of this Agreement, or any other agreement with Bank.

11. (a) Each party represents and warrants to the other parties that (i) this Agreement constitutes its duly authorized, legal, valid, binding and enforceable obligation; (ii) the performance of its obligations under this Agreement and the consummation of the transactions contemplated hereunder will not (A) constitute or result in a breach of its certificate or articles of incorporation, by-laws or partnership agreement, as applicable, or the provisions of any material contract to which it is a party or by which it is bound or (B) result in the violation of any law, regulation, judgment, decree or governmental order applicable to it; and (iii) all approvals and authorizations required to

permit the execution, delivery, performance and consummation of this Agreement and the transactions contemplated hereunder have been obtained.

(b) The parties each agree that it shall be deemed to make and renew each representation and warranty in subsection 11(a) on and as of each day on which Company uses the services set forth in this Agreement.

12. (a) This Agreement may be amended only by a writing signed by Company, Authority and Bank; except that Bank's charges are subject to change by Bank upon 30 days' prior written notice to Company.

(b) This Agreement may be executed in counterparts; all such counterparts shall constitute but one and the same agreement.

(c) This Agreement controls in the event of any conflict between this Agreement and any other document or written or oral statement. This Agreement supersedes all prior understandings, writings, proposals, representations and communications, oral or written, of any party relating to the subject matter hereof.

(d) This Agreement shall be interpreted in accordance with New York law without reference to that state's principles of conflicts of law.

13. Any written notice or other written communication to be given under this Agreement shall be addressed to each party at its address set forth on the signature page of this Agreement or to such other address as a party may specify in writing. Such notice shall be effective upon receipt.

14. Nothing contained in the Agreement shall create any agency, fiduciary, joint venture or partnership relationship between Bank and Company or Authority. Company and Authority agree that nothing contained in this Agreement, nor any course of dealing among the parties to this Agreement, shall constitute a commitment or other obligation on the part of Bank to extend credit to Company or Authority.

In Witness Whereof, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

Westfield Concession Management, LLC
("Company")

By: _____
Name: _____
Title: _____

Address for notices:
Westfield Concession Management, LLC
11601 Wilshire Blvd., 11th Floor
Los Angeles, CA 90025
Attn: Merna Eskandani, Director of Treasury & Finance
Facsimile: 310-478-8278

and

Westfield Concession Management, LLC
2730 University Blvd., Suite LL6
Wheaton, MD 20902
Attn: VP-Management & Project Controller
Facsimile 301-942-0408

Port Authority of New York and New Jersey
("Authority")

By: _____
Name: _____
Title: _____

Address for notices:
Mr. Steve Borrelli
Treasury Dept - 12th Floor
The Port Authority of New York & New Jersey
225 Park Avenue South
New York, NY 10003
Facsimile 212-435-5818

Bank of America, N.A.
("Bank")

By: _____
Name: _____
Title: _____

Address for notices:
Bank of America, N. A.
Blocked Account Support - Baltimore
225 N. Calvert Street
Mail Code: MD4-301-10-38
Baltimore, Maryland 21202
Facsimile: 877-874-1851

and

Susan McNeice, AVP
Bank of America, N. A.
Blocked Account support - Baltimore
225 N. Calvert Street
Mail Code: MD4-301-10-38
Baltimore, Maryland 21202
Fax: 877-874-1851

EXHIBIT A
TO DEPOSIT ACCOUNT CONTROL AGREEMENT

STANDARD TERMS AND CONDITIONS

The Lockbox Service involves processing Checks that are received at a Lockbox Address established by Company as collection agent for the Authority. With this Service, Authority instructs its customers to mail checks it wants to have processed under the Service to the Lockbox Address. Bank picks up mail at the Lockbox Address according to its mail pick-up schedule. Bank will have unrestricted and exclusive access to the mail directed to the Lockbox Address. Bank will provide Company with the Lockbox Service for a Lockbox Address when Company has completed and Bank has received Bank's then current set-up documents for the Lockbox Address.

If Bank receives any mail containing Company's lockbox number at Bank's lockbox operations location (instead of the Lockbox Address), Bank may handle the mail as if it had been received at the Lockbox Address.

PROCESSING

Bank will handle Checks received at the Lockbox Address according to the applicable deposit account agreement, as if the Checks were delivered by Company to Bank for deposit to the Account, except as modified by these Terms and Conditions.

Bank will open the envelopes picked up from the Lockbox Address and remove the contents. For the Lockbox Address, Checks and other documents contained in the envelopes will be inspected and handled in the manner specified in the Company's set-up documents. Bank captures and reports information related to the lockbox processing, where available, if Company has specified this option in the set-up documents. Bank will endorse all Checks Bank processes for Company on Authority's behalf.

If Bank processes an unsigned check as instructed in the set-up documents, and the check is paid, but the account owner does not authorize payment, Company and Authority agree to indemnify Bank, the drawee bank (which may include Bank) and any intervening collecting bank for any liability or expense incurred by such indemnitee due to the payment and collection of the check.

If Company instructs Bank not to process a check bearing a handwritten or typed notation "Payment in Full" or words of similar import on the face of the check, Company understands that Bank has adopted procedures designed to detect Checks bearing such notations; however, Bank will not be liable to Company, the Authority or any other party for losses suffered if Bank fails to detect Checks bearing such notations.

RETURNED CHECK

Unless Company and Bank agree to another processing procedure, Bank will reclear a Check once which has been returned and marked "Refer to Maker," "Not Sufficient Funds" or "Uncollected Funds." If the Check is returned for any other reason or if the Check is returned a second time, Bank will debit the Account and return the Check to Company. Company agrees that Bank will not send a

returned item notice to Company for a returned Check unless Company and Bank have agreed otherwise.

ACCEPTABLE PAYEES

For the Lockbox Address, Company, on behalf of Authority, will provide to Bank the names of Acceptable Payees ("Acceptable Payee" means Authority's name and any other payee name provided to Bank by Company as an acceptable payee for Checks to be processed under the Lockbox Service). Bank will process a check only if it is made payable to an Acceptable Payee and if the check is otherwise processable. Company warrants that each Acceptable Payee is either (i) a variation of Authority's name or (ii) is an affiliate of Authority which has authorized Checks payable to it to be credited to the Account. Bank may treat as an Acceptable Payee any variation of any Acceptable Payee's name that Bank deems to be reasonable.

CHANGES TO PROCESSING INSTRUCTIONS

Company may request Bank orally or in writing to make changes to the processing instructions (including changes to Acceptable Payees) for any Lockbox Address by contacting its Bank representative, so long as such changes do not conflict with the terms of the Deposit Account Control Agreement. Bank will not be obligated to implement any requested changes until Bank has actually received the requests and had a reasonable opportunity to act upon them. In making changes, Bank is entitled to rely on instructions purporting to be from Company.

ATTACHMENT I
DEPOSIT ACCOUNT CONTROL AGREEMENT
Letterhead of Authority

_____, 200_

Bank of America, N.A.

_____

_____

Attn: _____

Re: **Termination of Deposit Account Control Agreement**

Account(s): _____

Ladies and Gentlemen:

Reference is made to that certain _____ dated as of _____, 200_ (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Agreement") among you, Westfield Concession Management, LLC (the "Company"), and us ("Authority"). You are hereby notified that the Agreement is terminated with respect to the undersigned, and you have no further obligations to the undersigned thereunder. Notwithstanding any previous instructions to you, you are hereby instructed to accept all future directions with respect to the Account from the Company. This notice terminates any obligations you may have to the undersigned with respect to the Account.

Very truly yours,

PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED:

BANK OF AMERICA, N.A., as Bank

By _____
Name:
Title:

MLPF-10672 Ack, NJ

For the Port Authority

STATE OF NY)
)ss.
COUNTY OF NY)

On this 10 day of July, 2007, before me, the subscriber, a notary public of New York, personally appeared Lysa Scull the Asst Dir CCCNJ of **The Port Authority of New York and New Jersey,** who I am satisfied is the person who has signed the within instrument: and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of the Board of Commissioners.

Peggy M. Spinelli
(notarial seal and stamp)

PEGGY M. SPINELLI
Notary Public, State of New York
No. 01SP6057870
Qualified in New York County
Commission Expires April 30, 2008

For the Contractor

STATE OF)
)ss.
COUNTY OF)

On this day of , 2007, before me, the subscriber, a notary public of , personally appeared the President of **Westfield Concession Management, LLC** who I am satisfied is the person who has signed the within instrument; and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid and that the within instrument is the voluntary act and deed of such corporation, made by virtue of the authority of the Board of Directors.

see attached notary page

(notarial seal and stamp)

For the Contractor

STATE OF CALIFORNIA)
)ss.
COUNTY OF LOS ANGELES)

Be it remembered that on this 4 day of October, 2007, before me, the subscriber, a notary public of California, personally appeared Bill Giouroukos

who I am satisfied is the person named in said and who executed the within instrument; and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

Annie M. Zettel

(notarial seal and stamp)

ANNIE M. ZETTEL
Commission # 1478766
Notary Public - California
Los Angeles County
My Comm. Expires Apr 21, 2008