

Olivencia, Mildred

From: Port Authority [webmaster@mail132-224.atl131.mandrillapp.com] on behalf of Port Authority [webmaster@panynj.gov]
Sent: Tuesday, March 15, 2016 4:33 PM
To: Van Duyne, Sheree; Ng, Danny; Torres-Rojas, Genara; Olivencia, Mildred; Shalewitz, William; Ali, Arnaz
Subject: FOI Request Submitted

A Freedom of Information request has been submitted.

Request date: 03/15/2016

Requested by: william mckeown

Address:

[REDACTED]

Contact:

[REDACTED]

Records seeking:

Request of all advertising and/or concession contracts to include the monetary amount of the contract, and length of contract, between the Port Authority and any entity/corporation operating or advertising within the confines of Newark Liberty International Airport Terminals B and C Federal Inspection Service(FIS) area from the years 2005 to 2016.

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

March 25, 2016

Mr. William McKeown
[REDACTED]
[REDACTED]

Re: Freedom of Information Reference No. 16765

Dear Mr. McKeown:

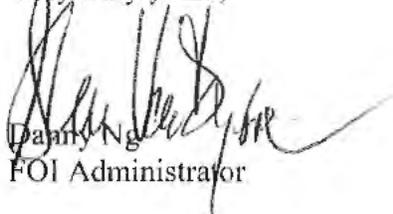
This is in response to your March 15, 2016 request, which has been processed under the Port Authority's Freedom of Information Code, copy enclosed, for copies of all advertising and/or concession contracts to include the monetary amount of the contract, and length of contract, between the Port Authority and any entity/corporation operating or advertising within the confines of Newark Liberty International Airport Terminals B and C Federal Inspection Service(FIS) area from the years 2005 to 2016.

Material responsive to your request can be found on the Port Authority's website at <http://corpinfo.panynj.gov/documents/16765-C/>. Paper copies of the available records are available upon request.

Certain portions of the material responsive to your request are exempt from disclosure as, among other classifications, privacy and security.

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

Very truly yours,


Danny Ng
FOI Administrator

Enclosure

4 World Trade Center, 18th Floor
150 Greenwich Street
New York, NY 10007
T: 212 435 3642 F: 212 435 7555

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

AGREEMENT OF LEASE

Between

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

And

**NEWARK CURRENCY SERVICES, LLC,
TRAVELEX AMERICA, INC. AND
CLS MANAGEMENT SERVICES, INC.**

Dated as of February 22, 2010

TABLE OF CONTENTS

		<u>Page No.</u>
Section 1.	Definitions.....	1
Section 2.	Letting.....	7
Section 3.	Term.....	7
Section 4.	Rights of Use by the Lessee.....	7
Section 5.	Rental.....	7
Section 6.	Obligations in Connection with any Percentage Rental.....	8
Section 7.	Government Requirements.....	10
Section 8.	Rules and Regulations.....	10
Section 9.	Various Obligations of the Lessee.....	10
Section 10.	Prohibited Acts.....	13
Section 11.	Care, Maintenance, Rebuilding and Repair by the Lessee.....	14
Section 12.	Indemnity; Liability Insurance.....	16
Section 13.	Sales and Services by the Lessee.....	18
Section 14.	Signs.....	20
Section 15.	Services and Utilities.....	20
Section 16.	Construction by the Lessee.....	24
Section 17.	Injury and Damage to Person or Property.....	25
Section 18.	Additional Rent and Charges.....	26
Section 19.	Application of Payments; Accord and Satisfaction.....	26
Section 20.	Rights of Entry Reserved.....	26
Section 21.	Condemnation.....	27
Section 22.	Assignment and Sublease.....	28
Section 23.	Termination.....	29
Section 24.	Right of Re-entry.....	31
Section 25.	Waiver of Redemption.....	31
Section 26.	Survival of the Obligations of the Lessee.....	31
Section 27.	Reletting by the Port Authority.....	32
Section 28.	Thirty Day Termination.....	33
Section 29.	Remedies to Be Non-exclusive.....	33
Section 30.	Surrender.....	33
Section 31.	Acceptance of Surrender of Lease.....	34
Section 32.	Requirement of Security Deposit.....	34
Section 33.	Brokerage.....	35
Section 34.	Limitation of Rights and Privileges Granted.....	35
Section 35.	Letting Postponed.....	35
Section 36.	Changes in the Terminal.....	36
Section 37.	Notices.....	36
Section 38.	Place of Payments.....	37
Section 39.	Quiet Enjoyment.....	37
Section 40.	Headings.....	37
Section 41.	Construction and Application of Terms.....	37
Section 42.	Non-Discrimination.....	39

Section 43.	Basic Lease	40
Section 44.	Governmental Compliance	40
Section 45.	Force Majeure	41
Section 46.	Rules and Regulations Amendment.....	41
Section 47.	Non-Liability of Individuals	41
Section 48.	Other Agreements	42
Section 49.	Operating Names	42
Section 50.	Labor Disturbances and Labor Harmony.....	42
Section 51.	Finishes and Decorating by the Lessee.....	43
Section 52.	Affirmative Action.....	47
Section 53.	Late Charges	47
Section 54.	Ethical Standards	48
Section 55.	Additional Rent Items and Lessee Obligations.....	48
Section 56.	Lessee's OFAC Certification.....	52
Section 57.	Holdover	52
Section 58.	Waiver of Trial by Jury.....	53
Section 59.	Liquidated Damages	53
Section 60.	Amendments	55
Section 61.	Miscellaneous	55
Section 62.	Entire Agreement.....	56

SCHEDULES AND EXHIBITS

Exhibit A-1	Site Plan of the Airport
Exhibit A-2	Premises
Exhibit B	Rental, Abatement, Insurance Limits and Other Terms
Exhibit C	Guarantor Documents – NOT ATTACHED
Exhibit R	Rules and Regulations – NOT ATTACHED
Exhibit U	Performance Bond – NOT ATTACHED
Exhibit X	Evidence of Signed Labor Peace Agreement
Schedule A	Initial List of Products
Schedule E	Affirmative Action Guidelines - Equal Employment Opportunity
Schedule G	Airport Concession Disadvantaged Business Enterprise Participation

AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE ("**Agreement**"), dated as of February 22, 2010, by and between the PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called the "**Port Authority**") a body corporate and politic, created by Compact between the States of New York and New Jersey with the consent of the Congress of the United States of America, and having an office at 225 Park Avenue South, in the Borough of Manhattan, City, County and State of New York, and NEWARK CURRENCY SERVICES, LLC a limited liability company organized and existing under and by virtue of the laws of the State of Delaware whose sole members are Travelex America, Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware and CLS Management Services, Inc., a corporation organized and existing under and by virtue of the laws of the Commonwealth of Virginia acting as a joint venture and having an office for the transaction of business at 29 Broadway, 1st Floor, New York, New York 10006 whose representative is Jon Dario, EVP-Retail; TRAVELEX AMERICA, INC., a corporation organized and existing under and by virtue of the laws of the State of Delaware and having an office for the transaction of business at 29 Broadway, 1st Floor, New York, New York 10006 whose representative is Jon Dario, EVP-Retail; and CLS MANAGEMENT SERVICES, INC., a corporation organized and existing under and by virtue of the laws of the Commonwealth of Virginia and having an office for the transaction of business at 9423 Mount Vernon Circle, Alexandria, Virginia 22309 whose representative is Cynthia Shifflett (Newark Currency Services, LLC, Travelex America, Inc. and CLS Management Services, Inc. being jointly and severally liable hereunder and such limited liability company and two corporations being hereinafter collectively called the "**Lessee**").

WITNESSETH, THAT, the Port Authority and the Lessee, for and in consideration of the rents, covenants and agreements hereinafter contained, mutually covenant and agree as follows:

Section 1. Definitions

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

(a) "**Adjustment Period**" shall have the meaning set forth in the Section of this Agreement entitled "*Additional Rent Items and Lessee Obligations*".

(b) "**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 Lessee and any entity in which the Lessee or a shareholder of the Lessee has an ownership, licensor/licensee or franchiser/franchisee interest or relationship, but if the Lessee 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 Lessee 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.

(c) "**Airline Leases**" shall mean those leases in effect at the Terminal(s) between the Port Authority, as lessor, and various airlines, as lessees, from time to time during the term of this Agreement, 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). For purposes of this Agreement, the aforementioned airlines shall be referred to as "airline lessees".

(d) "**Airport**" shall mean Newark Liberty International Airport.

Newark Currency Services, LLC/Travelex/Lease No. ANC-012

(e) **"Airport Concession Disadvantaged Business Enterprise ("ACDBE")"** shall have the meaning set forth in Schedule G.

(f) **"Anniversary Date"** shall have the meaning set forth in the Section of this Agreement entitled *"Additional Rent Items and Lessee Obligations"*.

(g) **"Annual Index Increase"** shall have the meaning set forth in the Section of this Agreement entitled *"Additional Rent Items and Lessee Obligations"*.

(h) **"Annual Period"** shall mean the following: The first annual period shall be the period commencing with the Rental Payment Start Date and ending on December 31 next following, and thereafter Annual Period shall mean each twelve (12) month consecutive, calendar month period thereafter occurring during the term of the letting under this Agreement commencing on each anniversary of January 1, provided, however, that the last Annual Period shall expire in any event on the expiration date of the term of the letting under this Agreement.

(i) **"Anything of value"** shall have the meaning set forth in the Section of this Agreement entitled *"Ethical Standards"*.

(j) **"Assignment"** shall have the meaning set forth in the Section of this Agreement entitled *"Assignment and Subletting"*.

(k) **"Base Period"** shall have the meaning set forth in the Section of this Agreement entitled *"Additional Rent Items and Lessee Obligations"*.

(l) The terms **"Basic Rental"** and **"MAG"** shall have the meaning set forth in Item 1 of **Exhibit B** hereof.

(m) **"Bid conditions"** shall have the meaning set forth in Part I of **Schedule E** hereof.

(n) **"Causes or conditions beyond the control of the Port Authority"** shall mean and include acts of God, the elements, weather conditions, tides, earthquakes, settlements, fire, acts of any governmental authority, war, terrorism, shortage of labor or materials, acts of third parties for which the Port Authority is not responsible, injunctions, labor troubles or disputes of every kind (including all those affecting the Port Authority, its contractors, suppliers or subcontractors) or any other conditions or circumstances, whether similar to or different from the foregoing (it being agreed that the foregoing enumeration shall not limit or be characteristic of such condition or circumstance which is beyond the control of the Port Authority) or which could not be prevented or remedied by reasonable effort and at reasonable expense.

(o) **"Cost"** shall have the meaning set forth in Item 6 of **Exhibit B** hereof.

(p) **"Date of Beneficial Occupancy"** shall have the meaning set forth in this Section under the definition of **"Rental Payment Start Date"**.

(q) **"Distribution Fee"** shall have the meaning set forth in the Section of this Agreement entitled *"Additional Rent Items and Lessee Obligations"*.

(r) **"Employer identification number"** shall have the meaning set forth in Part I of **Schedule E** hereof.

(s) **"Environmental Damages"** shall mean any one or more of the following: (i) the presence in, on, or under the Premises of any Hazardous Substance whether such presence
Newark Currency Services, LLC/Travelx/Lease No. ANC-012

occurred prior to or during the term of the letting under this Agreement or resulted from any act or omission of the Lessee or others, and/or (ii) the disposal, discharge, release or threatened release of any Hazardous Substance from the Premises or of any Hazardous Substance from under the Premises and/or (iii) the presence of any Hazardous Substance in, on or under other property at the Airport as a result of (x) the Lessee's use and occupancy of the Premises or the performance of the construction work or any other work or activities at the Premises or (y) a migration of a Hazardous Substance from the Premises or from under the Premises or (z) the Lessee's operations at the Airport, and/or (iv) any personal injury, including wrongful death, or property damage, arising out of or related to any Hazardous Substance described in (i), (ii) or (iii) above, and/or (v) the violation of any Environmental Requirement pertaining to any Hazardous Substance described in (i), (ii) or (iii) above, the Premises and/or the activities thereon.

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

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

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

(3) The Atomic Energy Act of 1954, 42 U.S.C. Section 2011 *et seq.*; the Clean Water Act also known as the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 *et seq.*; the Clean Air Act, 42 U.S.C. Section 7401 *et seq.*; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 *et seq.*; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 *et seq.*; the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Section 2701 *et seq.*; the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 11001 *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. Section 651 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101 *et seq.*; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. Section 2601 *et seq.*; the Safe Drinking Water Act of 1974, 42 U.S.C. Sections 300f-300h-11 *et seq.*; the New Jersey Spill Compensation and Control Act (N.J.S.A. 58:10-23.11 *et seq.*) ("Spill Act"); the Industrial Site Recovery Act ("ISRA")(N.J.S.A. 13:1K and N.J.A.C. 7:26B); Solid Waste Management Act (N.J.S.A. 13:1E-1 to 48); and Water Pollution Control Act (N.J.S.A. 58:10A-1 to 60); together, in each case, with any amendment thereto, and

the regulations adopted, guidances, memoranda and publications promulgated thereunder and all substitutions thereof.

(u) "Food Court Maintenance Fee" shall have the meaning set forth in the Section of this Agreement entitled "*Additional Rent Items and Lessee Obligations*".

(v) "Gross Receipts" shall include all monies paid or payable to the Lessee for sales made or services rendered at or from the Premises, regardless of when or where the order therefor is received, and outside the Premises, if the order therefor is received at the Premises, and any other revenues of any type arising out of or in connection with the Lessee's operations at the Premises; provided, however, there shall be excluded from Gross Receipts the following: (1) any sums collected for any federal, state, county and municipal sales taxes, so-called luxury taxes, use taxes, consumer excise taxes, gross receipts taxes and other similar taxes now or hereafter imposed by law upon the sale of merchandise, food & beverage products or services which are separately stated to and paid by a customer and directly payable to the taxing authority by the Lessee, (2) any receipts of the Lessee which arise from its operations under any other agreement with the Port Authority at the Premises and which are subject to a percentage fee or percentage rental under that agreement, (3) receipts in the form of refunds from, or the value of merchandise (including food & beverage products), services, supplies or equipment returned to, vendors, shippers, suppliers or manufacturers, including volume discounts received from Lessee's vendors, suppliers or manufacturers, (4) gratuities for services performed by employees of Lessee which are paid or given by Lessee's customers to such employees at or serving at the Premises, (5) the sale or transfer in bulk of the inventory of the Lessee to a purchaser of all or substantially all of the assets of the Lessee in a transaction not in the ordinary course of Lessee's business, (6) except with respect to proceeds received for business interruptions paid on a gross earnings business interruption insurance policy, proceeds from all other insurance received by Lessee as a result of a loss or casualty, (7) rebates, exchanges or allowance made to customers of the Lessee at the Premises, (8) the exchange of merchandise between the stores or warehouses owned by or affiliated with Lessee, if any, where such exchanges of goods or merchandise are made solely for the convenient operation of the business of Lessee and not for the purpose of consummating a sale which has theretofore been made at, in, from or upon the Premises or for the purpose of depriving the Port Authority of the benefit of the sale which otherwise would be made at, in, from or upon the Premises, (9) income actually received by Lessee from manufacturers of goods (e.g., cosmetics, perfume) displayed for sale at the Premises if the conditions set forth in the succeeding sentence are fully and strictly satisfied with respect to such income; the conditions with respect to this clause (9) are as follows: (i) the manufacturer specifically identifies the time period to which the income relates, (ii) reimbursement from the manufacturer to Lessee occurs in connection with employees (1) who are on Lessee's payroll for the operations permitted under this Agreement and (2) who are on such payroll during the time period to which the reimbursement relates, (iii) the manufacturer and Lessee have previously entered into a written agreement that sets forth the material terms of their arrangement with regard to the reimbursement that is the subject of this clause (9), and (iv) Lessee provides to the Port Authority written documents and records substantiating the matters listed in sub-clauses (i) through (iii), (10) 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 Lessee's record keeping system and (11) sale of trade fixtures, equipment or property which are not stock in trade and not in the ordinary course of business.

For the purpose of determining the Percentage Rental payable by the Lessee hereunder, Gross Receipts shall include all orders including, but not limited to, all orders by means of mail, catalogue, closed circuit television, electronic, telephonic, video, computer or other technology-based system, whether now existing or developed in the future, all deposits not refunded to or otherwise forfeited by customers, all orders taken in and from the Premises, whether or not such orders are filled elsewhere, the entire amount of the actual sales price and all other receipts for sales and services rendered, all insurance proceeds received due to loss of gross earnings paid under

Newark Currency Services, LLC/Travelx/Lease No. ANC-012

Lessee'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. Each sale made upon installment or credit shall be treated as a sale for the full price in the month during which such sale shall be made, irrespective of the time when any payment is received. No deduction from Gross Receipts shall be allowed for uncollected or uncollectible credit amounts or "bad" checks. Gross Receipts shall include retail display allowances, slotting fees, on-Premises advertising and other promotional incentives (collectively referred to as "RDAs"). Gross Receipts shall include all such sales, revenues or receipts generated by Lessee's concessionaires, if any, or anyone else conducting business pursuant to an arrangement with Lessee and shall also include the full amount of all insurance proceeds paid on a gross earnings business interruption insurance policy to Lessee.

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

(x) "**Index**" shall have the meaning set forth in the Section of this Agreement entitled "*Additional Rent Items and Lessee Obligations*".

(y) "**Lessee**" shall have the meaning set forth in the first paragraph on the first page of this Agreement.

(z) "**Lessee's Work**" shall have the meaning set forth in the Section of this Agreement entitled "*Finishes and Decorating by the Lessee*".

(aa) "**Letting**" shall mean the letting under this Agreement for the original term stated herein, and shall include any extensions thereof which may be made pursuant to the provisions of this Agreement or otherwise.

(bb) "**Meaningful participation**" shall have the meaning set forth in Part II of **Schedule E** hereof.

(cc) "**Metro Area**" shall have the meaning set forth in the Section of this Agreement entitled "*Sales and Services by the Lessee*".

(dd) "**Minority**" shall mean those persons described in paragraph II (c) of Part I of **Schedule E** annexed hereto.

(ee) The terms "**Minority Business Enterprise**" and "**MBE**" shall have the meaning set forth in Part II of **Schedule E** hereof.

(ff) The terms "**Office of Foreign Asset Control**" and "**OFAC**" shall have the meaning set forth in the Section of this Agreement entitled "*Lessee's OFAC Certification*".

Newark Currency Services, LLC/Travelcx/Lease No. ANC-012

(gg) **"Percentage Increase"** shall have the meaning set forth in the Section of this Agreement entitled *"Additional Rent Items and Lessee Obligations"*.

(hh) **"Port Authority"** shall have the meaning set forth in the first paragraph on the first page of this Agreement.

(ii) **"Port of New York District"** shall have the meaning set forth in the Port Compact of 1921 authorized by C. 154 Laws of N.Y. 1921 and C. 151 Laws of N.J. 1921, approved by Public Resolution No. 17 of the 67th Congress, First Session.

(jj) **"Predecessor Concession"** shall have the meaning set forth in the Section of this Agreement entitled *"Labor Disturbances and Labor Harmony"*.

(kk) **"Premises"** shall have the meaning set forth in the Section of this Agreement entitled *"Letting"*.

(ll) **"Promotion Fee"** shall have the meaning set forth in the Section of this Agreement entitled *"Additional Rent Items and Lessee Obligations"*.

(mm) The terms **"Records"**, **"Lessee's Records"** and **"Other Relevant Records"** shall have the meanings set forth in the Section of this Agreement entitled *"Obligations in Connection with any Percentage Rental"*.

(nn) The term **"Reserved Uses"** shall mean the following uses, operations or installations which the Port Authority reserves to itself and its designees exclusively in the Terminal: VIP lounges; airline clubs; airtrain/monorail facilities; advertising (including, without limitation, static display, broadcast and other); pay telephones, pre-paid phone cards, facsimile transmission machines and other public communications services including, without limitation, all Port Authority-owned or operated information and communications technology infrastructure for common Airport use; 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 areas of the Terminal) or other on-airport baggage-moving devices; and electronic amusements.

(oo) **"Rental Payment Start Date"** shall mean the earliest to occur of the following: (a) the date Gross Receipts are first generated in or from the Premises by the Lessee; or (b) ninety (90) days from the date the Port Authority makes available the Premises to the Lessee for its occupancy, such date being referred to herein as the **"Date of Beneficial Occupancy"**.

(pp) The terms **"Terminal Building"** and **"Terminal"** shall have the meaning set forth in the Section of this Agreement entitled *"Letting"*.

(qq) The term **"Transfer"** shall have the meaning set forth in the Section of this Agreement entitled *"Assignment and Subletting"*.

(rr) The terms **"Street Prices"** and **"Street Pricing Policy"** shall have the meanings set forth in the Section of this Agreement entitled *"Sales and Services by the Lessee"*.

(ss) The terms “**Women-owned Business Enterprise**” and “**WBE**” shall have the meanings set forth in Part II of Schedule E hereof.

Section 2. Letting

The Port Authority hereby lets to the Lessee and the Lessee hereby hires and takes from the Port Authority, at Newark Liberty International Airport in Passenger Terminal Buildings A and B (hereinafter sometimes called the “**Terminal Building**” or “**Terminal**”) the area(s) as shown on the sketches annexed hereto, hereby made a part hereof, and marked **Exhibits A-2** containing approximately 805 square feet, together with the fixtures, improvements and other property of the Port Authority located or to be located therein or thereon, all said space(s), fixtures, improvements and other property of the Port Authority hereinafter collectively referred to as the “**Premises**”. **Exhibit A-1** is a general site plan of the Airport including the location of the Terminal. The Premises may include storage space on the operations level of the Terminal, if available, to be designated from time to time by the Port Authority in its sole discretion, which storage space may be shared with other tenants of the Port Authority and with respect to which there shall be no separate rental or fee imposed, nor shall any abatement to which the Lessee may be entitled under this Agreement apply to such storage space.

Section 3. Term

The term of the letting under this Agreement shall commence as of Date of Beneficial Occupancy and shall continue to and include eighty-four (84) months after the Rental Payment Start Date unless sooner terminated as provided herein. In the event that the Premises constitute more than one space to be operated under this Agreement, the term of this Agreement shall be determined based on eighty-four (84) months from the Rental Payment Start Date for the last of the spaces to be delivered, unless sooner terminated as provided herein (but in no event shall the term begin later than 90 days from the date the last space is delivered to Lessee for a retail concession space). The Term of this Lease will not extend beyond eighty-four (84) months from the Rental Payment Start Date for the Premises identified in Exhibits A-2 to this Lease, and the Term shall be unaffected by any other, additional or substituted space which may be described in an amendment to or modification of this Lease (unless such amendment or modification agreement expressly provides otherwise) or described in any other written communication which does not meet the requirements set forth in the first sentence of the second paragraph of the Section of this Agreement entitled “*Entire Agreement*”.

Section 4. Rights of Use by the Lessee

The Lessee shall use the Premises for the following purpose only and for no other purpose whatsoever: for the operation of a foreign currency exchange as well as ATMs dispensing foreign and domestic currency, sale and encashment of traveler’s checks and prepaid cards in foreign and domestic currencies, Western Union, foreign drafts and wires, check cashing, credit card cash advances, travel insurance, phone cards provided by an authorized Port Authority permittee pursuant to separate agreements with the Port Authority, emergency cash, and domestic banking services (for concessionaires and airline employees only), and for no other use or purpose. The Lessee’s initial list of products, as approved by the Port Authority, is set forth in **Schedule A** attached hereto and hereby made a part hereof, and such **Schedule A** may be amended from time to time with the written consent of the Port Authority, determined in its sole and absolute discretion. The rights of the Lessee under this Section shall not be exclusive.

Section 5. Rental

(a) The Lessee agrees to pay the Port Authority a Basic Rental for the Premises

at the rates and otherwise as provided in Item 1 of **Exhibit B** to this Agreement.

(b) The Lessee agrees to pay the Port Authority the Percentage Rental, if any, stated in Item 1 of **Exhibit B** to this Agreement.

(c) The time for making payments of rental and the method of computation and abatement thereof are set forth in Item 1 of **Exhibit B** to this Agreement.

(d) The Port Authority shall have the right to all revenues derived for or from all Reserved Uses.

Section 6. Obligations in Connection with any Percentage Rental

(a) If any rental hereunder is measured by a percentage of the Lessee's Gross Receipts, the Lessee shall:

(1) Take all reasonable measures in every proper manner to maintain, develop and increase the business conducted by it hereunder;

(2) Not divert or cause or allow to be diverted any business from the Terminal;

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

(4) Allow in ordinary business hours during the term of this Agreement, for one (1) year thereafter, and during such further period as is mentioned in the preceding subparagraph (3), above, the examination and audit by the officers, employees and representatives of the Port Authority of (i) the Lessee's Records and (ii) also any records and books of account of any Affiliate of the Lessee if said entity performs services, similar to those performed by the Lessee, anywhere in the Port of New York District. The Lessee 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 those records and books of account described in (i) which are not required by subparagraph (3) 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 Lessee's Records and the Other Relevant Records being hereinafter collectively referred to as the "**Records**");

(5) Allow the inspection by the officers, employees and representatives of the Port Authority of any equipment used by the Lessee, including but not limited to cash registers and other point of sale systems;

(6) Furnish on or before the fifteenth (15th) day of each month following the commencement date of the letting, and on or before the fifteenth (15th) day of April of each calendar year, the statements described in Item 1 of **Exhibit B** hereto;

(7) Install and use such cash registers and other point of sale systems, sales slips, invoicing machines and any other equipment or devices for recording orders taken, or

services rendered, as may be appropriate to the Lessee's business and necessary or desirable to keep accurate records of Gross Receipts;

(b) Without implying any limitation on the right of the Port Authority to terminate this Agreement for the breach of any term or condition thereof, the Lessee understands that compliance by the Lessee with the provisions of subparagraphs (3) and (4) of paragraph (a) above are of the utmost importance to the Port Authority in having entered into the Percentage Rental arrangement under this Agreement and in the event of the failure of the Lessee to maintain, keep within the Port of New York District or make available for examination and audit the Lessee's Records in the manner and at the times or location as provided in this Section 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 Lessee on any basis that the Port Authority, in its sole discretion, shall deem appropriate, such estimation to be final and binding on the Lessee and the Lessee's Percentage Rental based thereon to be payable to the Port Authority when billed; or

(2) If any such Records have been maintained outside of the Port of New York 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 of New York District or (ii) examine such Records at the location at which they have been maintained and in such event the Lessee 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 subdivision (2)(ii) above, the Lessee 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 (2) and (3) of paragraph (b) above shall be deemed fees and charges under this Agreement payable to the Port Authority with the same force and effect as all other fees and charges thereunder.

(d) In the event that upon conducting an examination and audit as described in this Section the Port Authority determines that unpaid amounts are due to the Port Authority by the Lessee, the Lessee, shall be obligated, and hereby agrees, to pay to the Port Authority a service charge in the amount of five percent (5%) of each amount determined by the Port Authority audit findings to be unpaid. Each such service charge shall be payable immediately upon demand (by notice, bill or otherwise) made at any time therefore 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 Lessee 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 of payment of any late charge or late charges or other service charges payable under the provisions of this Section with respect to such unpaid amount. Each such service charge shall be and become additional rent, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the rental. Nothing in this paragraph is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the Port Authority under this Agreement, including, without limitation, the Port Authority's rights to terminate set forth in the Section of this Agreement entitled "*Termination*" or (ii) any obligations of the Lessee under this Agreement.

Section 7. Government Requirements

(a) The Lessee shall procure at its own cost and expense from all governmental authorities having jurisdiction over the operations of the Lessee at the Premises all licenses, certificates, permits or other authorization which may be necessary for the conduct of its operations, and shall maintain in full force and effect throughout the term hereof all the foregoing licenses, certificates, permits and authorizations.

(b) The Lessee 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.

(c) The Lessee shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions, including without limitation all Environmental Requirements, which now or at any time during the term hereof may pertain or apply to the operations of the Lessee or the Premises or its occupancy thereof, and the Lessee shall, in accordance with and subject to the provisions of the Section of this Agreement entitled "*Construction by the Lessee*", make any and all structural and nonstructural improvements, alterations or repairs of the Premises that may be required at any time hereafter by any such present or future law, rule, regulation, requirement, order or direction. This paragraph (c) shall not require Lessee to make structural improvements, alterations, or repairs to the Premises which are also required to be made generally throughout the Terminal, unless the requirement to make such structural improvements, alterations, and repairs generally throughout the Terminal results from the particular operations of the Lessee in the Premises which are not common to other tenants at the Terminal.

(d) The obligation of the Lessee to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property on the Premises. Such provision is not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them.

Section 8. Rules and Regulations

The Lessee covenants and agrees to observe and obey (and to compel its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and those doing business with it to observe and obey) the existing rules and regulations of the Port Authority for the government of the conduct and operations of the Lessee and others on the Premises (see **Exhibit R**), and such further reasonable rules and regulations as may from time to time during the letting be promulgated by the Port Authority for reasons of safety, health, preservation of property, noise, sanitation, good order, and the economic and efficient operation of the Airport. If a copy of **Exhibit R** is not attached, then the Port Authority will either deliver a copy thereof to Lessee upon receipt of its request therefor or will make a copy available at the office of the Secretary of the Port Authority. The obligation of the Lessee to require such observance and obedience on the part of its guests, invitees and business visitors shall obtain only while such persons are on the Premises.

The Port Authority agrees that, except in cases of emergency, it will give notice to the Lessee of every such further rule or regulation adopted by it at least ten (10) days before the Lessee shall be required to comply herewith.

Section 9. Various Obligations of the Lessee

(a) **Conduct of Operations.** The Lessee shall conduct its operations in an orderly

and proper manner so as not to unreasonably annoy, disturb or be offensive to others at the Terminal. The Lessee shall take all reasonable measures to eliminate vibrations originating on the Premises tending to damage the Premises, or any equipment or structure or portion of the Terminal of which the Premises is a part, and to keep the sound level of its operations as low as possible. The Lessee shall use its best efforts to conduct all its operations at the Premises in a safe and careful manner, following in all respects the best practices of the Lessee's industry in the United States.

(b) Lessee's Employees. The Port Authority shall have the right to object to the Lessee regarding the conduct and demeanor of the employees of the Lessee whereupon the Lessee will immediately take all steps reasonably necessary to remove the cause of the objection.

(c) Waste Disposal. The Lessee shall remove from the Premises or otherwise dispose of in a manner approved by the General Manager of the Airport all garbage, debris or other waste materials (whether solid or liquid) arising out of its occupancy of the Premises or its operations thereat. Any such which may be temporarily stored in the open shall be kept in suitable garbage and waste receptacles, the same to be made of metal or other suitable material, and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein. The Lessee shall use extreme care when effecting removal of all such waste materials, shall effect such removal at such times and by such means as first approved by the Port Authority. No such garbage, debris or other waste materials shall be thrown, discharged or deposited into or upon the waters at or bounding the Airport.

(d) Employee Identification. If requested by the Port Authority, the Lessee shall supply and shall require its employees to wear or carry badges or other suitable means of identification, which shall be subject to the prior and continuing approval of the General Manager of the Airport.

(e) Food and Beverage Operations. If the Lessee is permitted under this Agreement to sell food and/or beverages, it shall, in connection with any preparation, packaging, handling, storage, delivery and dispensing of such food and/or beverages, comply with the following:

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

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

(3) The Premises and all equipment and materials used by the Lessee shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean materials, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used by the Lessee 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 equipments of such type shall be cleaned and sterilized immediately before using same.

(4) All packing materials, including but not limited to wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile and shall be so stored as to be protected at all times from dust, dirt, flies and other insects, rodents, vermin, unsanitary handling and unclean materials.

It is intended that the standards and obligations imposed by this paragraph (e) shall be maintained or complied with by the Lessee in addition to its compliance with all applicable governmental laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, the Lessee agrees that it will comply with such laws, ordinances and regulations in its operations hereunder.

(f) Fire Extinguishing Equipment. From time to time and as often as reasonably required by the Port Authority, the Lessee shall conduct pressure, water-flow, and other appropriate tests of the fire extinguishing system and apparatus, fire-alarm and smoke detection systems and any other fire protection systems which constitute a part of the Premises. The Lessee shall keep in proper functioning order all fire-fighting equipment, fire-alarm and smoke detection equipment on the Premises and the Lessee shall at all times maintain on the Premises adequate stocks of fresh, usable chemicals for use in such systems, equipment and apparatus. The Lessee shall notify the Port Authority prior to conducting such tests. If requested by the Port Authority, the Lessee shall furnish the Port Authority with a copy of written reports of such tests.

(g) Minimization of Pollution. In addition to compliance by the Lessee with all laws, ordinances, governmental rules, regulations and orders now or at any time in effect during the term which as a matter of law are applicable to the operation, use or maintenance by the Lessee of the Premises or the operations of the Lessee under this Agreement (the foregoing not to be construed as a submission by the Port Authority to the application to itself of such requirements or any of them), the Lessee agrees that it shall exercise the highest degree of safety and care and shall conduct all its operations under this Agreement and shall operate and maintain the Premises and shall use the Premises in accordance with the highest standards and in such manner that there will be at all times a minimum of air pollution, water pollution or any other type of pollution and a minimum of noise emanating from, arising out of or resulting from the operation, use or maintenance of the Premises by the Lessee and from the operations of the Lessee under this Agreement. The Port Authority hereby reserves the right from time to time and at any time during the term of this Agreement to require the Lessee, and the Lessee agrees, to design and construct at its sole cost and expense such reasonable equipment, devices and other facilities as may be necessary or appropriate to accomplish the objectives as set forth in the first sentence of this paragraph. The manner, type and method of construction and the size and location of any of the foregoing shall be determined by the Port Authority. The Lessee shall submit for Port Authority approval its plans and specifications covering the required work and upon receiving such approval shall proceed diligently to construct the same. The obligations assumed by the Lessee under this paragraph shall not be relieved or diminished by the fact that the Port Authority shall have approved any construction application and supporting plans, specifications and contracts covering construction work, or that the Port Authority's recommendations or requirements have been incorporated therein. The Lessee's agreement to assume the obligations under this paragraph is a special inducement and consideration to the Port Authority in entering into this Agreement with the Lessee.

(h) Without limiting any other of the Lessee's obligations under this Agreement, the Lessee shall provide the General Manager of the Airport at the cost and expense of the Lessee with such information, documentation, records, correspondence, notices, reports, tests, results, and certifications and any other information as the Port Authority shall request in connection with any Environmental Requirements or Environmental Damages, and the Lessee shall promptly acknowledge, swear to, sign or otherwise fully execute the same. The Lessee agrees that any of the foregoing may be filed by the Port Authority with the appropriate governmental authority on behalf of the Lessee at the Lessee's cost and expense. Further, the Lessee agrees unless directed otherwise by the Port Authority, to provide the General Manager of the Airport with copies of all information, documentation, records, correspondence, notices, certifications, reports, test results and all other submissions provided by the Lessee to a governmental authority and by a governmental authority to the Lessee within two (2) business days that the same are made available to or received by the Lessee with respect to any Environmental Requirements.

(i) In addition to and without limiting the generality of the obligations of the Lessee set forth above and elsewhere in the Agreement, the Lessee shall at its sole cost and expense, upon notice from the Port Authority, promptly take all actions to completely remove and remediate all Hazardous Substances on the Premises or the Airport which result from the Lessee's use and occupancy of the Premises, or which have been disposed of, released, discharged or otherwise placed on, under or about the Premises by or on behalf of the Lessee or as a result of its acts or omissions, during the term of the letting hereunder, and to cleanup and remediate all other Hazardous Substances on, about or under the Premises or which have migrated from the Premises to any adjoining property, which any federal, state or local governmental agency or political subdivision or any Environmental Requirement or any violation thereof require to be remediated, and to cleanup and remediate all Hazardous Substances necessary to mitigate Environmental Damages.

(j) Airport Concession Disadvantaged Business Enterprises ("ACDBE"). If Lessee is required to apply as an ACDBE with the Port Authority, please check here (X). Lessee shall immediately take all steps necessary to obtain such certification from the Port Authority on or before the Rental Payment Start Date. If the ACDBE participant is an individual or the individual is the sole owner of Lessee, the participating ACDBE percentage, as so certified, shall not be less than fifty-one percent (51%) at all times during the Term hereof. If the ACDBE participant is a member/partner of a partnership with Lessee or joint venturer of a joint venture with Lessee, the participating ACDBE percentage, as so certified, shall not be less than fifty-one percent (51%) at all times during the Term hereof. Any change in the ownership structure involving the certified ACDBE participant must be reported in writing to the Port Authority immediately and in no event later than 30 days following any such change in ACDBE ownership status.

Section 10. Prohibited Acts

The Lessee shall not (a) commit any nuisance on the Premises, or do or permit to be done anything which may result in the creation or commission of a nuisance on the Premises; (b) cause or produce or allow to be caused or produced upon the Premises, or to emanate therefrom, any obnoxious odors or smokes, or noxious gases or vapors; (c) use the Premises for lodgings or sleeping purposes or for any immoral purposes; (d) install window shades or venetian blinds on the windows of the Premises unless and until the type, size and color of same shall have been previously approved in writing by the Port Authority; (e) do or allow to be done anything which may interfere with the effectiveness or accessibility of existing and future utilities systems or portions thereof on the Premises or elsewhere at the Terminal, including therein without limitation thereto systems for the supply of heat, water hot and cold, gas, electricity and fuel and for the furnishing of fire-alarm, fire-protection, sprinkler, sewage, drainage, air-conditioning, telephone, telegraph, tele-register, pneumatic-tube dispatch and inter-communications services, including lines, pipes, mains, wires, conduits and equipment connected with or appurtenant to all such systems, nor do or permit to be done anything which may interfere with free access and passage in the Premises, elsewhere in the Terminal or in the streets and sidewalk adjacent to the Terminal; (f) do or allow to be done anything which may interfere with the effectiveness or accessibility of elevators at the Terminal, including lines, pipes, wires, conduits and equipment connected with or appurtenant thereto; (g) overload any floor in the Premises; (h) place any furniture, machine or equipment over any expansion or contraction joint unless one end of such furniture, machine or equipment is free to allow expansion or contraction; (i) place any additional lock of any kind upon any window or interior or exterior door in the Premises unless a key therefor is delivered to the Port Authority, nor make any change in any existing door or window lock or the mechanism thereof, except with the prior written approval of the Port Authority, and upon the expiration or sooner termination of the letting hereof, the Lessee shall surrender to the Port Authority any and all keys to interior and exterior doors on the Premises, whether said keys were furnished to or were otherwise procured by the Lessee, and in the event of the loss of any keys furnished by the Port Authority to the Lessee, the Lessee shall pay to the Port Authority on demand the cost of replacement thereof; (j) do or allow to be done any act or thing upon the Premises which (i) will invalidate or conflict with any fire insurance, extended coverage or rental

Newark Currency Services, LLC/Travelx/Lcase No. ANC-012

insurance policies covering the Premises or any part thereof, or the Terminal, or any part thereof, or (ii) in the opinion of the Port Authority, may constitute an extra-hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by the Section of this Agreement entitled "*Rights of Use by the Lessee*". The Lessee shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, orders and directions of the National Board of Fire Underwriters, the Fire Insurance Rating Organization of New Jersey, or of any other board or organization exercising or which may exercise similar functions, which may pertain or apply to the operations of the Lessee on the Premises, and the Lessee shall, subject to and in accordance with the provisions of the Section of this Agreement entitled "*Construction by the Lessee*", make any and all non-structural improvements, alterations or repairs of the Premises that may be required at any time hereafter by any such present or future rule, regulation, requirement, order or direction. If, by reason of any failure on the part of the Lessee to comply with the provisions of this subdivision, any fire insurance rate, extended coverage or rental insurance rate on the Premises or any part thereof, or on the Terminal or any part thereof, shall at any time be higher than it otherwise would be, then the Lessee shall pay to the Port Authority as an item of additional rental, on demand, that part of all insurance premiums paid by the Port Authority which shall have been charged because of such violation or failure by the Lessee; (k) unless the Port Authority provides its prior written consent, install, maintain or operate, or permit the installation, maintenance or operation on the Premises of any vending machine or device designed to dispense or sell food, beverages, tobacco products or merchandise of any kind, whether or not included in the above categories, or of any restaurant, cafeteria, kitchen, stand or other establishment of any type for the preparation, dispensing or sale of food, beverage, tobacco or tobacco products, or of any telephone pay-stations.

Section 11. Care, Maintenance, Rebuilding and Repair by the Lessee

(a) **Damage or Destruction of Premises by Lessee.** The Lessee shall repair, replace, rebuild and paint all or any part of the Terminal and the Premises, including therein, without limitation thereto, walls, partitions, floors, ceilings, columns, windows, doors, glass of every kind, fixtures, systems for the supply of heat, water hot and cold, gas, electricity and fuel and for the furnishing of fire-alarm fire-protection, sprinkler, sewerage, drainage, air-conditioning, telephone, tele-register, pneumatic-tube dispatch and intercommunication services, including lines, pipes, mains, wires, conduits and equipment connected with or appurtenant to all such systems, which may be damaged or destroyed by the acts or omissions of the Lessee, its officers or employees or of other persons on or at the Premises with the Lessee's consent, and shall pay to the Port Authority on demand the costs and expenses of the Port Authority to repair, replace, rebuild and paint all or any part of the Terminal and the Premises which may be damaged or destroyed by the acts or omissions of the Lessee or of its officers or employees or of other persons on or at the Premises with the Lessee's consent. All non-structural repair, replacement, rebuilding and painting shall be made or done by the Lessee and structural repair, replacement and rebuilding may be made or done by the Port Authority.

(b) **Lessee's Other Repair and Maintenance Obligations.** Except as expressly provided to the contrary herein with respect to structural repairs, the Lessee shall, throughout the term of this Agreement, assume the entire responsibility and shall relieve the Port Authority from all responsibility for repair, rebuilding and maintenance whatsoever in the Premises, whether such repair, rebuilding or maintenance be ordinary or extraordinary, partial or entire, inside or outside, foreseen or unforeseen, and without limiting the generality of the foregoing, the Lessee shall:

(1) Keep at all times in a clean and orderly condition and appearance the Premises and all the Lessee's fixtures, equipment and personal property which are located in any part of the Premises which is open to or visible by the general public.

(2) Take good care of the Premises, including therein, without limitation

thereto, walls, partitions, floors, ceilings, columns, windows, doors, glass of every kind, fixtures and shall make or do all non-structural repairs, replacements, rebuilding and painting (the exterior of the Premises, if applicable, and areas visible to the general public to be painted only in colors which have been approved by the Port Authority) necessary to keep the Premises in the condition existing as of the commencement date of the letting and to keep all improvements and fixtures made or installed subsequent to the commencement date of the letting in the condition existing as of the date such improvements are made and such fixtures installed. All such repairs and replacements and other work to be done by the Lessee shall be done in quality and class not inferior to the original in materials and workmanship.

(3) Not lay any linoleum, asphalt tile or other such affixed floor covering in direct contact with the floor of the Premises. If the Lessee lays any linoleum, asphalt tile or other such affixed covering on the floor of the Premises, an interlining of builder's deadening felt shall first be affixed to the floor with water-soluble paste or other water-soluble material, the use of cement or other adhesive non-soluble paste or other water-soluble material, the use of cement or other adhesive non-soluble in water being expressly prohibited.

(4) Maintain and pay the premiums on a policy of plate and mirror glass insurance covering all plate and mirror glass which is a part of or located on or in the Premises.

The provisions of this paragraph (b) shall not be deemed to require the Lessee to make or do any repairs, replacements, rebuilding or painting to any portion of the Terminal other than the Premises where such portion of the Terminal is damaged or destroyed by the acts or omissions of persons other than the Lessee, its officers, directors, members (in their capacity of the limited liability entity), managers (in their capacity as managers of, and if, Lessee is a limited liability entity), partners (if Lessee is a partnership), employees, agents, representatives or contractors.

(c) Port Authority Right to Perform at Lessee's Cost. In the event the Lessee fails to commence so to make or do non-structural repair, replacements, rebuilding or painting within a period of ten (10) days after notice from the Port Authority so to do or fails diligently to continue to completion the repair, replacement, rebuilding or painting of all the Premises required to be repaired, replaced, rebuilt or painted by the Lessee under the terms of this Agreement, the Port Authority may, at its option, and in addition to any other remedies which may be available to it, repair, replace, rebuild or paint all or any part of the Premises included in the said notice, the cost thereof to be paid by the Lessee on demand.

(d) Damage to or Destruction of the Premises. If the Premises or any part thereof shall be destroyed or damaged as a result of any casualty, without the fault of the Lessee, its officers, members, employees, agents, representatives, contractors, or other persons at the Premises with the consent of the Lessee, so as to render it untenable in whole or part, then:

(1) If in the opinion of the Port Authority the necessary repairs or rebuilding can be completed within ninety (90) days after the occurrence of the damage, the Port Authority shall repair or rebuild with due diligence, and the rental hereunder shall, if so provided in Item 1 of **Exhibit B**, be abated only for the period from the occurrence of the damage to the completion of the repairs or rebuilding, whether or not the work or repair or rebuilding is actually completed within the said ninety (90) days; or

(2) If in the opinion of the Port Authority such repairs or rebuilding cannot be completed within ninety (90) days after the occurrence of the damage or if the entire Premises require rebuilding, then the Port Authority shall have options:

(i) to proceed with due diligence to repair or to rebuild as necessary; or

(ii) to terminate the letting as to the damaged portion of the Premises only, or

(iii) to cancel this Agreement and terminate the letting as to the entire Premises; and the rental hereunder shall, if so provided in Item 1 of Exhibit B, be abated, either, as the case may require, for the period from the occurrence of the damage to the completion of repairs and rebuilding or for the period from the occurrence of the damage to the effective date of termination.

(e) **Removal of Property and/or Debris.** In the event of a partial or total destruction of the Premises, the Lessee shall immediately remove any and all of its property and/or debris from the Premises or the portion thereof destroyed and if the Lessee does not promptly so remove, the Port Authority 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 by the Lessee to the Port Authority, with any balance remaining to be paid to the Lessee; if the expenses of such removal, storage and sale shall exceed the proceeds of sale, the Lessee shall pay such excess to the Port Authority upon demand.

(f) The parties hereby stipulate that if the Premises are in the State of New Jersey neither the provisions of Titles 46:8-6 and 46:8-7 of the Revised Statutes of New Jersey nor those of any other similar statute shall extend or apply to this Agreement.

Section 12. Indemnity; Liability Insurance

(a) (1) The Lessee shall indemnify and hold harmless the (i) Port Authority and its Commissioners, officers, agents and employees (individually and collectively, "**PA Indemnitees**") and (ii) Westfield Concession Management, LLC (or any concession manager at the Terminal as designated by the Port Authority, if any) and its officers, directors, agents, affiliates, parent corporations, employees, members (in their capacity of the limited liability entity) (individually and collectively, "**Concession Manager Indemnitees**") (PA Indemnitees and Concession Manager Indemnitees being collectively referred to as "**Protected Indemnitees**") from and against (and shall reimburse the Protected Indemnitees for the Protected Indemnitees' costs and expenses including, without limitation, legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to claims and demands for death, for personal injuries, or for property damages, arising out of any default of the Lessee in performance or observance of any term or provision of this Agreement, or out of the use or occupancy of the Premises by the Lessee or by others with its consent, or out of any of the acts or omissions of the Lessee, its officers, directors, members (in their capacity of the limited liability entity), managers (in their capacity as managers of, and if, Lessee is a limited liability entity), partners (if Lessee is a partnership), employees, agents, representatives, contractors, subcontractors, customers, guests, invitees and other persons doing business with it where such acts or omissions are on the Premises or arising out of any acts or omissions of the Lessee, its officers, directors, members (in their capacity of the limited liability entity), managers (in their capacity as managers of, and if, Lessee is a limited liability entity), partners (if Lessee is a partnership), employees, agents, contractors, subcontractors and representatives where such acts or omissions are elsewhere at the Airport, including claims and demands of the City of Newark from which the Port Authority derives its rights in the Airport for indemnification arising by operation of law or through agreement of the Port Authority with said City.

(2) If so directed, the Lessee shall at its own expense defend any suit based upon any such claim or demand (even if such claim or demand is groundless, false or fraudulent), and in handling the same it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of Newark Currency Services, LLC/Travelx/Lease No. ANC-012.

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) (1) In addition to the obligations set forth in paragraph (a) of this Section and all other insurance required under this Agreement, during the term of this Agreement, the Lessee, in its own name as insured and including the Protected Indemnitees as additional insureds, shall maintain a policy or policies of Commercial General Liability Insurance, including premises-operations and products-completed operations and covering bodily-injury liability, including death, and property damage liability, none of the foregoing to contain care, custody or control exclusions, and providing for coverage not less than the limits set forth in Item 2 of **Exhibit B** hereof. Further, the Lessee shall maintain Workers' Compensation and Employers Liability Insurance in accordance with applicable State law for those employees of the Lessee employed in operations conducted pursuant to this Agreement at or from the Airport.

(2) In the event the Lessee maintains the foregoing insurance in limits greater than set forth in Item 2 of **Exhibit B** hereof, the Protected Indemnitees shall be included therein as an additional insured to the full extent of all such insurance in accordance with all terms and provisions of this Agreement.

(3) Each policy of insurance, except for the Workers' Compensation and Employers Liability Insurance policies, shall also contain an ISO standard "separation of insureds" clause or a cross liability endorsement providing that the protections afforded the Lessee thereunder with respect to any claim or action against the Lessee by a third person shall pertain and apply with like effect with respect to any claim or action against the Lessee by the Port Authority Indemnitees or the Concession Manager Indemnitees and any claim or action against the Port Authority Indemnitees or Concession Manager Indemnitees, by the Lessee, as if the Port Authority Indemnitees or Concession Manager Indemnitees, as applicable, were the named insured thereunder, but such clause or endorsement shall not limit, vary, change or affect the protections afforded the Protected Indemnitees thereunder as additional insureds. Each policy of insurance shall also provide or contain a contractual liability endorsement covering the obligations assumed by the Lessee under the provisions of this Agreement, including without limitation this Section.

(4) All insurance coverages and policies required under this paragraph (b) may be reviewed by the Port Authority for adequacy of terms, conditions and limits of coverage at any time and from time to time during the term of the letting under this Agreement. The Port Authority may, at any such time, require additions, deletions, amendments or modifications to the said insurance requirements, or may require such other and additional insurance, in such reasonable amounts, against such other insurable hazards, as the Port Authority may deem required and the Lessee shall promptly comply therewith.

(5) Each policy shall contain a provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving thirty (30) days' written advance notice thereof to the Port Authority. Each policy shall contain a provision or endorsement that the insurer "shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority." The foregoing provisions or endorsements shall be recited in each policy or certificate to be delivered pursuant to the following subparagraph (6).

(6) A certified copy of each policy or a certificate or certificates of insurance evidencing the existence thereof, or binders, shall be delivered to the Port Authority upon execution and delivery of this Agreement by the Lessee to the Port Authority, with a photocopy to be

delivered to Westfield Concession Management, LLC (or any concession manager at the Terminal as designated by the Port Authority, if any). In the event any binder is delivered it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate of insurance. Any renewal policy shall be evidenced by a renewal certificate of insurance delivered to the Port Authority at least seven (7) days prior to the expiration of each expiring policy, except for any policy expiring after the date of expiration of this Agreement, with a photocopy to be delivered to Westfield Concession Management, LLC (or any concession manager at the Terminal as designated by the Port Authority, if any). The aforesaid insurance shall be written by a company or companies approved by the Port Authority. If at any time any insurance policy shall be or become unsatisfactory to the Port Authority as to form or substance or if any of the carriers issuing such policy shall be or become unsatisfactory to the Port Authority, the Lessee shall promptly obtain a new and satisfactory policy in replacement. If the Port Authority at any time so requests, a certified copy of each policy shall be delivered to or made available for inspection by the Port Authority.

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

(8) The Lessee shall include in each of its insurance policies covering loss, damage or destruction by fire or other casualty a waiver of the insurer's right of subrogation against the Port Authority or, if such waiver should be obtainable or unenforceable, (i) an express agreement that such policy shall not be invalidated if the insured waives before the casualty right of recovery against any party responsible for a casualty covered by such policies, or (ii) any other form of permission for the release of the Port Authority.

(9) The Lessee hereby releases the Protected Indemnitees with respect to any claim which it might otherwise have against any of them for loss, damage or destruction with respect to its property (including business interruption) occurring during the term of the letting under this Agreement and with respect and to the extent to which it is insured under a policy or policies containing a waiver of subrogation or permission to release liability as provided in subparagraph (8), above.

Section 13. Sales and Services by the Lessee

(a) A principal purpose of the Port Authority in entering into this Agreement is to have available for travelers and other users of the Terminal, all other members of the public, and persons employed at the Terminal, the merchandise and/or services which the Lessee 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 obligations to operate facilities for the use and benefit of the public, and the Lessee agrees that it will conduct a first class operation and will furnish and install all necessary or proper equipment, fixtures, improvements (subject to the provisions of the Section of this Agreement entitled "*Construction by the Lessee*"), personnel, supplies, materials and other facilities and replacements therefor and all such fixtures and improvements (except trade fixtures removable without injury to the Premises) shall on installation become the property of the Port Authority and a part of the Premises, provided, however, that the Port Authority shall have the option, exercisable by notice delivered to the Lessee on or before a date sixty (60) days after expiration or termination hereof, to require the Lessee to remove any or all such fixtures, equipment and improvements and to restore the Premises to the condition thereof prior to any installation and in the event of a failure on the part of the Lessee so to remove and restore, the Port Authority may do so, and the Lessee shall pay the cost thereof to the Port Authority on demand. All equipment, fixtures and improvements to be used in the Premises and the installation thereof shall be subject to the prior written approval of the Port Authority as to type and quality. The Port Authority may by written

Newark Currency Services, LLC/Travelx/Lease No. ANC-012

authorization allow the Lessee to enter and occupy the Premises, prior to the commencement date of the letting stated or referred to in the Sections of this Agreement entitled "*Term*" and "*Letting Postponed*", respectively, solely for the purpose of installing fixtures and making improvements. In the event that the Lessee receives such written authorization the Lessee shall use and occupy the Premises in accordance with and shall be subject to all the provisions of this Agreement other than those relating to the conducting of a business and the payment of rental.

(b) The Lessee shall furnish good, prompt and efficient service hereunder, adequate to meet all demands therefor at the terminal; shall furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and shall charge fair, reasonable and non-discriminatory prices for all items and/or services which it is permitted to sell and/or render hereunder.

(c) The Lessee shall comply with the Port Authority Aviation Department Street Pricing Policy. In connection therewith, the Lessee shall not charge prices to its customers in excess of "**Street Prices**", which for purposes of this Agreement is defined as follows:

(1) If the Lessee conducts a similar business to the business operation permitted under this Agreement 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 average price regularly charged by the Lessee for the same or similar item in such Metro Area location;

(2) If the Lessee does not conduct a similar business to the business operation permitted under this Agreement 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; and

(3) If neither the Lessee nor other similar retailers sell a particular item in the Metro Area, "**Street Prices**" shall mean the average price regularly charged by the Lessee 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.

(4) If the Lessee is engaged in the business of selling duty-free goods, "**Street Prices**" shall mean the price regularly charged by the Lessee 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 John F. Kennedy International Airport, New York, New York.

For purposes of clarification, for purposes of this *Section 13(c)*, Metro Area shall have the same meaning as "**Port of New York District**".

The Lessee's breach of the aforesaid Street Pricing policy shall be deemed a material breach of the Lessee's obligations under this Agreement.

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

(e) The Lessee shall submit to the Port Authority from time to time (and not less than annually), a current pricing survey and report demonstrating compliance by the Lessee with the

aforementioned pricing requirements. For purposes of establishing the Street Price of an item, any difference in the size or quality of a product or service shall constitute a price differential.

(f) The Lessee shall be open for and shall conduct business and furnish services seven (7) days a week, or for such other hours and days as the General Manager of the Airport, from time to time by notice to the Lessee, may determine in his/her sole and absolute discretion shall properly serve the needs of the public. The determination of proper business hours and days made by the Port Authority shall be controlling. At the time of execution of this Agreement, required operating hours at the Terminal shall be as follows:

- (1) Food and beverage – 6:30 a.m. to thirty (30) minutes after the last flight departs from the Terminal; all coffee operations to be open 5:30 a.m. to 10:00 p.m.;
- (2) News – 6:00 a.m. to 10:00 p.m.;
- (3) Retail – 6:30 a.m. to 10:00 p.m.;
- (4) Duty free – 6:00 a.m. to thirty (30) minutes after the last international flight departs from the Terminal; and
- (5) Currency Exchange & Business Services – From a minimum of one (1) hour prior to the departure of the first international flight from the Terminal to a minimum of thirty (30) minutes after the last international flight departs from the Terminal or such other hours as may be required by the Port Authority to provide other permitted business and financial services to domestic customers.

Section 14. Signs

(a) Except with the prior written consent of the Port Authority, the Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior parts of the Premises or in the Premises so as to be visible through the windows or exterior doors thereof. Interior and exterior signs affecting public safety and security shall be in accordance with established Port Authority standards.

(b) Upon the expiration or termination of the letting, the Lessee shall remove, obliterate or paint out, as the Port Authority may direct, any and all signs and advertising on the Premises or elsewhere at the Terminal if pertaining to the Lessee, and in connection therewith shall restore the Premises and the Terminal to the same condition as existing prior to the installation of any such signs or advertising. In the event that there is a failure by the Lessee so to remove, obliterate or paint out each and every sign or advertising and so to restore the Premises and the Terminal, the Port Authority may, at its option, perform the necessary work at the expense of the Lessee, and the charge therefor shall be paid by the Lessee to the Port Authority on demand.

Section 15. Services and Utilities

(a) General

(1) Except as provided in this Section, the Port Authority shall not be obligated to perform or furnish any services or utilities whatsoever in connection with this Agreement or the use and occupancy of the Premises. Further, the Lessee acknowledges and agrees that reference in this Section to services and utilities shall not include telephone or any form of data or information transmission service, which shall be the responsibility of Lessee to obtain at its sole cost and expense.

(2) The Port Authority's obligation to provide or continue any service or utility hereunder shall be limited by the safe and efficient operating capacity of the existing Newark Currency Services, I.L.C./Travellex/Lease No. ANC-012

equipment, systems, piping systems, tie-ins, wires and conduits serving the Terminal and no approval given by the Port Authority to the erection by the Lessee of any improvement or to the installation of any fixtures or equipment shall be deemed to impose upon the Port Authority any obligation to increase the said operating capacity of any existing or presently contemplated equipment, systems, piping systems, tie-ins, wires or conduits.

(3) The Lessee understands that the Port Authority and the airline lessees (as defined in the Section of this Agreement entitled "*Definitions*") by its and their respective officers, employees, agents, representatives or contractors or by the furnishers of utilities or other services to the Premises or to others at the Airport shall have the right to temporarily discontinue the supply of any of the services described herein in order to allow repair, alterations, changes or improvements in the Premises or elsewhere at the Airport including all systems for the supply of services for the benefit of the Lessee or for the benefit of others than the Lessee at the Airport.

(4) The Port Authority shall be under no obligation to supply services if and to the extent and during any period that the supplying of any such service or the use of any component necessary therefor shall be prohibited or rationed by any federal, state or municipal law, rule, regulation, requirement, order or direction and if the Port Authority deems it in the public interest to comply therewith even though such law, rule, regulation, requirement, order or direction may not be mandatory on the Port Authority as a public agency. The Port Authority shall not be obligated to perform or furnish any service whatsoever in connection with the Premises at any time while the Lessee wastes any of the said services or shall be in default under this Agreement after the period, if any, herein granted to cure such default shall have expired, or has breached any of the provisions of this Agreement after the period, if any, herein granted to cure such default shall have expired and the Port Authority may cease performance. If by operation of this Section any service for which the Lessee has agreed to pay a flat sum is discontinued for any period of the letting, the Lessee shall be relieved of its obligation to pay for such service for any such period or if any such service is supplied during fewer hours or in lesser amounts than agreed during any period of the letting, the Lessee shall be relieved proportionately of its obligation to pay for any such service for any such period.

(5) No failure, delay, interruption or curtailment in supplying agreed services (whether or not a separate charge is made therefor) shall be or be construed to be an eviction (actual or constructive) of the Lessee or grounds for any diminution or abatement of rental, or shall be grounds for any claims by the Lessee for damages, consequential or otherwise, against the Port Authority, or its officers, employees or agents. The Lessee shall not be entitled to receive any of the above services during any period during which the Lessee wastes any of the said services or is in default under any of the provisions of this Agreement.

(b) **Electricity and Gas.** The Lessee shall receive electricity and gas to the extent of the capability of existing or upgraded facilities, and the Lessee agrees to take electricity and gas, as follows.

(1) For use on and in the Premises, electricity and gas shall be provided to the Lessee either from the Port Authority, or the relevant airline lessee pursuant to the relevant Airline Leases, as the case may be. However, the Port Authority anticipates a modernization program to the facilities for electricity and gas. In connection with the modernization of the facilities, the Port Authority reserves the right to either check meter such utilities or arrange for the appropriate utility company to directly invoice the Lessee for such electricity and gas consumed by Lessee in the Premises, if that option becomes available with such modernization.

(2) The Lessee shall take electricity of the same voltage, phase and cycle as supplied by the public utility through existing wires, conduits and outlets at the Premises. The Lessee shall be solely responsible for transforming the electricity supplied to such voltage, phase and

frequency as it desires, for the distribution and handling of such electricity within its Premises and for making all connections and tie-ins to the point or points in the Premises designated by the Port Authority or relevant airline lessee.

(c) Extermination Service. In the event the Port Authority shall provide extermination service for the enclosed areas of the Premises, the Lessee agrees to utilize the same and to pay its pro rata share of the cost thereof upon demand. This paragraph does not impose any obligation on the Port Authority to furnish such service. If the Port Authority does not provide such service, Lessee, at its sole cost and expense, shall, at such intervals as the Port Authority may require, contract directly with such service designated by the Port Authority that performs the service for the Port Authority in the Terminal in order to provide continuity and consistency in such service.

(d) High Temperature Water.

(1) For use on and in the Premises (as applicable), the Lessee shall be provided high temperature water at no additional charge from either the Port Authority, or the relevant airline lessee pursuant to the relevant Airlines Leases, as the case may be, and the Lessee shall take, as needed for Lessee's operations, the following: (i) high temperature water for heating purposes in reasonable quantities at a temperature of approximately 130 degrees F.; and (ii) high temperature water for domestic hot water purposes.

(2) The Lessee's obligation to distribute and handle the high temperature water provided hereunder within its Premises, and for making all connections and tie-ins to the point or points in the Premises designated by the Port Authority or the relevant airline lessee shall fully apply in the same way as it applies for electricity and gas, as hereinabove described.

(e) Chilled Water.

(1) For use on and in the Premises (as applicable), the Lessee shall be provided chilled water at no additional charge from either the Port Authority, or the relevant airline lessee pursuant to the relevant Airlines Leases, as the case may be, and the Lessee shall take, as needed for Lessee's operations, through existing pipes, mains and fittings, for the following purposes: (i) for air cooling purposes, at a temperature and with other characteristics as determined by the Port Authority; and (ii) for domestic cold water purposes only.

(2) The Lessee's obligation to distribute and handle the chilled water provided hereunder within its Premises, and for making a connections and tie-ins to the point or points in the Premises designated by the Port Authority or the relevant airline lessee shall fully apply in the same way as it applies for electricity and gas, as hereinabove described.

(3) Without limiting the generality of rights of entry upon the Premises elsewhere in this Agreement reserved to the Port Authority (or the relevant airline lessee, as the case may be, in accordance with the relevant Airline Lease), the Port Authority (and the relevant airline lessee, as the case may be, in accordance with the relevant Airline Lease) shall have, for itself, its officers, employees, agents, representatives, contractors and subcontractors, the right to enter upon the Premises at all times to construct, install, maintain, replace, repair or improve the air-cooling system or any part thereof. Such air-cooling shall be furnished subject to all the provisions of this Agreement (including the remaining provisions of this Section) and in accordance with the following:

(4) If the air-cooling on the Premises can be controlled by mechanisms within the Premises or portions thereof, the Lessee shall shut off the air-cooling before closing and leaving any particular portion of the Premises at any time for any period. The Port Authority shall have the right to enter the Premises for the purpose of observing the Lessee's compliance with the provisions hereof and the Port Authority may lock, seal or install any timing device on or in

connection with any air-cooling control mechanism so as to provide that each portion of the Premises shall only be air-cooled during the hours and days stipulated hereunder.

(5) If the Lessee in accordance with this Agreement erects any partitions or makes any improvements, which partitions or improvements stop, hinder, obstruct or interfere with the cooling of the air or the heating of the Premises, then no such action by the Lessee shall impose any obligation on the Port Authority to install facilities, fixtures or equipment for air-cooling or for heating additional to those presently existing or presently contemplated or to increase the capacity or output of existing or presently contemplated facilities, equipment or fixtures and the Lessee shall not in any such event be relieved of any of its obligations hereunder because a comfortable temperature is not maintained. No approval given by the Port Authority to the erection of partitions or the making of any improvements shall be or be deemed to be a representation that the work approved of will not stop, hinder, obstruct or interfere with either the cooling of the air or the heating of the Premises or any portion thereof.

(6) The Lessee shall not waste or dissipate the air-cooling or heating service by any act or omission including but not limited to the permitting of outside doors or windows to remain open. Without otherwise affecting the Port Authority's rights or remedies in the event of any breach by the Lessee of its obligations under this subdivision, the Port Authority shall have the right to discontinue the said heating or air-cooling service during any period of such waste or dissipation and any failure of the Port Authority to supply any such service under such conditions shall not affect any of the Lessee's obligations under this Agreement. It is hereby understood further that the installation by the Lessee of any equipment which itself requires air-cooling or which requires additional quantities of air-cooling at the portion of the Premises where such equipment is installed, or the concentration in any portion of the Premises of such a number of people so as to require additional quantities of air-cooling, shall not impose any obligation on the Port Authority to increase the capacity or output of initially existing facilities, equipment or fixtures for the supply of chilled water and the Lessee shall not in any such event be relieved of any of its obligations hereunder.

(f) **Obligation to Maintain Systems.** Without limiting or affecting any other term or provision of this Agreement, the Lessee shall be solely responsible for the operation of all equipment, systems, piping systems, tie-ins, utilities, lines and connections, mechanical, electrical, communications and other systems operating or located in the Premises and shall do all preventative maintenance and make all repairs, replacements, rebuilding and painting necessary to keep such systems (whether same involves structural or non-structural work) in the condition they were in when made or installed except for reasonable wear which does not adversely affect the watertight condition or structural integrity of the Terminals or adversely affect the efficient or proper utilization or appearance of any part of the Premises. In the event the Lessee retains a maintenance contractor for such work it shall secure the Port Authority's prior approval for said proposed contractor. Notwithstanding the foregoing and without otherwise limiting the generality thereof, the Lessee's obligations hereunder shall extend to and include cleaning of the supply and exhaust louvers on the Premises. To the extent necessary for the Lessee to have the benefit of any warranties and guarantees under existing contracts covering items and systems identified in this paragraph in fulfilling its obligations hereunder and on condition that such contracts permit it and the Port Authority's interests are not adversely affected in any way and to any extent, the Port Authority shall enable the Lessee to have recourse to such warranties and guarantees.

(g) **Drainage and Exhaust.** Without in any way limiting the Lessee's other obligations under this Agreement, the Lessee shall supply, replace, install, repair, maintain and keep clean 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. The Lessee shall also keep clean, repair and maintain (other than structurally) all kitchen exhaust ducts including the replacement of all filters where such ducts are exclusively used by it in such operations and whether such ducts are located on the Premises or elsewhere at the Terminal. As part of the Lessee's 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 Lessee's sole cost and expense. Written documentation of this work shall be supplied to the Port Authority on or before the seventh (7th) day of each calendar month, relating to servicing during the preceding calendar month. In addition, should any corrective work be necessary for any portion of the hood and ventilation system, the Lessee shall be responsible for the immediate repair and costs therefor, whether such repair is required inside the unit or outside the unit.

(h) Other Governmental Actions. If any federal, state, municipal or other governmental body, authority or agency or any public utility assesses, levies, imposes, makes or increases any charge, fee or rent on the Port Authority for any service, system or utility now or in the future supplied to or available to the Premises or to any occupants or users thereof or to the structure or building of which the Premises form a part (including but not limited to any rent or charge for the use of the sewer systems), the Lessee shall, at the option of the Port Authority exercised at any time and from time to time by notice to the Lessee, pay in accordance with the said notice, such charge, fee or rent or increase thereof (or the portion thereof allocated by the Port Authority to the Premises or the operations therein) either directly to the governmental body, authority or agency or to the public utility or directly to the Port Authority or the airline lessee, as required.

(i) Washrooms. The Lessee shall be furnished, without additional charge, non-exclusive toilet and washroom facilities for the employees of the Lessee if toilet and washroom facilities are not a part of the Premises.

Section 16. Construction by the Lessee

(a) Except as hereinafter expressly provided, the Lessee shall not erect any structures, make any improvements or do any other construction work on the Premises or elsewhere at the Terminal, or alter, modify or make additions, improvements or repairs to or replacements of any structure now existing or built at any time during the letting, or install any fixtures (other than trade fixtures, removable without material injury to the freehold, any such damage to be immediately repaired by the Lessee) without the prior written consent of the Port Authority. In the event any construction, improvement, alteration, modification, addition, repair or replacement is made without such written approval of the Port Authority, then, upon notice given at any time during the letting or within sixty (60) days after expiration or termination of the term of the letting, the Lessee 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. In case of any failure on the part of the Lessee to comply with such notice, the Port Authority may effect the removal or change, and the Lessee shall pay the cost thereof to the Port Authority on demand.

(b) In the event that Item 4 of **Exhibit B** provides that the Lessee is required (or is permitted to) build a structure or make repairs, alterations, improvements or additions to the Premises, the structure, repairs, alterations improvements or additions described in the said Item 4 shall be built or made strictly in accordance with the following terms and conditions:

(1) The Lessee shall, to the extent allowed under the law, be the insurer of the Port Authority, its Commissioners, officers, agents and employees, against the following distinct and several risks, whether they arise from the acts or omissions of the Lessee, of the Port Authority, its Commissioners, officers, agents and employees or of third persons, or from acts of God or of the public enemy, or otherwise, excepting only risks which result solely from affirmative, willful acts done by the Port Authority subsequent to the commencement of the work of construction, repair, alteration, improvement or addition.

(i) The risk or loss or damage to all such required repairs, alterations, additions, improvements, or structures prior to the completion thereof. In the event of

Newark Currency Services, LLC/Traveler/Lease No. ANC-012

such loss or damage, the Lessee shall forthwith repair, replace and make good the work without cost to the Port Authority.

(ii) The risk of death, injury or damage, direct or consequential, to the Port Authority, its Commissioners, officers, agents and employees, and to its or their property, arising out of or in connection with the performance of the work. The Lessee shall indemnify the Port Authority, its Commissioners, officers, agents and employees, for all such deaths, injuries and damages, and for all loss suffered by reason thereof.

(iii) The risk of claims and demands, just or unjust, by third persons against the Port Authority, its Commissioners, officers, agents and employees, arising or alleged to arise out of the performance of the work. The Lessee shall indemnify the Port Authority, its Commissioners, officers, agents and employees against and from, and shall reimburse the Port Authority for, costs or expenses incurred by it in connection with the defense, settlement or satisfaction of all such claims and demands.

(2) All work done pursuant to this Section shall be done in accordance with drawings and specifications to be submitted to and approved by the Chief Engineer of the Port Authority prior to the commencement of the work, shall be done to his satisfaction and shall be subject to his inspection during the progress of such work and after completion thereof; and the Lessee shall re-do or replace at its own expense any work not approved by the said Chief Engineer. Unless otherwise expressly provided herein, all workmanship and materials are required to be first class.

(3) The Lessee shall pay all claims lawfully made against it by its contractors, subcontractors, materialmen and workmen and all claims lawfully made against it by other third persons arising out of or in connection with or because of the performance of the work and shall cause its contractors and subcontractors to pay all such claims lawfully made against them.

(4) The Lessee shall procure and maintain comprehensive public liability insurance, or, if the work is to be done by an independent contractor, the Lessee shall require such contractor to procure and maintain such insurance in the name of the contractor, in either case, in limits not lower than those set forth for such categories of insurance in Item 5 of **Exhibit B**.

(5) As soon as such structure, repair, alteration, improvement or addition shall have been completed to the satisfaction of the Chief Engineer of Port Authority, then (subject to the provisions of the following subdivision (c)) title thereto shall immediately and without execution of any further instrument vest in the Port Authority, and every said structure and all such repairs, alterations, improvements or additions, shall thereupon become and thereafter be part of the Premises (said vesting of title does not apply to Lessee's movable trade fixtures and other items of Lessee's personal property).

(c) The Port Authority shall have the option, exercisable by notice delivered on or before a date sixty (60) days after expiration, cancellation or termination hereof, to require the Lessee to remove any or all such structures, alterations, improvements or additions, and to restore the Premises to the condition thereof prior to the construction or installation thereof. In the event of a failure on the part of the Lessee so to remove and restore, the Port Authority may do so, and the Lessee shall pay the cost thereof to the Port Authority on demand.

Section 17. Injury and Damage to Person or Property

The Port Authority shall not be liable to the Lessee, or to any person, for injury or death to any person or persons whomsoever, or damage to any property whatsoever at any time in the Premises or elsewhere in the Terminal, including but not limited to any such injury, death or damage Newark Currency Services, I.I.C/Travelex/Lease No. ANC-012

from falling material, water, rain, hail, snow, gas, steam, and/or electricity, whether the same may leak into, or fall, issue, or flow from any part of the Terminal, or from any other place or quarter.

Section 18. Additional Rent and Charges

(a) If the Port Authority has paid any sum or sums or has incurred any obligation or expense (including, without limitation, payments to third persons and internal Port Authority costs and expenses) which the Lessee has agreed to pay or reimburse the Port Authority for, or if the Port Authority is required or elects to pay any sum or sums or incurs any obligation or expense (including, without limitation, payments to third persons and internal Port Authority costs and expenses) by reason of the failure, neglect or refusal of the Lessee 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 Lessee contrary to the said conditions, covenants and agreements, the Lessee agrees to pay the sum or sums so paid or the expense so incurred, including all interest, costs, damages and penalties, and the same may be added to any installment of rent thereafter due hereunder, and each and every part of the same shall and become additional rent, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the Basic Rental, or if there is no Basic Rental as a part of the Percentage Rental, all as set forth in the Section of this Agreement entitled "*Rental*".

(b) For all purposes under this Section and in any suit, action or proceeding of any kind between the parties hereto, any receipt showing any payment of sum or sums by the Port Authority for any work done or material furnished shall be prima facie evidence against the Lessee that the amount of such payment was necessary and reasonable. Should the Port Authority elect to use its own operating and maintenance staff in making any repairs, replacements and/or alterations and to charge the Lessee with the cost of same, any time report of any employee of the Port Authority showing hours of labor or work allocated to any such repair, replacement and/or alteration, or any stock requisition of the Port Authority showing the issuance of materials for use in the performance thereof, shall likewise be prima facie evidence against the Lessee that the amount of such charge was necessary and reasonable.

Section 19. Application of Payments; Accord and Satisfaction

All payments received by the Port Authority shall be credited and be deemed to be on account of the rentals and other charges then first due. No statements or endorsements on any check or any letter accompanying any check or payment of rentals or other charges shall be deemed an accord and satisfaction of any debt or obligation of the Lessee hereunder. The Port Authority reserves the right to accept any check or payment without prejudicing in any way the Port Authority's right to recover the balance of any and all rentals and other charges due from the Lessee after receipt of any such check or payment or to pursue any other remedy provided herein or by law.

Section 20. Rights of Entry Reserved

(a) The Port Authority by its officers, employees, agents, representatives and contractors shall have the right at all reasonable times to enter upon the Premises for the purpose of inspecting the same for observing the performance by the Lessee of its obligations under this Agreement, and for the doing of any act or thing which the Port Authority may be obligated or have the right to do under this Agreement or otherwise.

(b) Without limiting the generality of the foregoing, the Port Authority, by its officers, employees, representatives, and contractors, shall have the right, for the benefit of the Lessee or for the benefit of others at the Terminal, to maintain existing and future utilities systems or portions thereof on the Premises, including therein without limitation thereto systems for the supply

of heat, water hot and cold, gas, electricity and fuel and for the furnishing of fire-protection, sprinkler, sewerage, drainage, air-conditioning, telephone, telegraph, tele-register, pneumatic-tube dispatch and intercommunication services, and to maintain elevator and escalator systems, including lines, pipes, mains, wires, conduits and equipment connected with or appurtenant to all such systems, and to enter upon the Premises at all reasonable times to make such repairs, alterations and replacements as may, in the opinion of the Port Authority, be deemed necessary or advisable and, from time to time, to construct or install over, in, under or through the Premises new lines, pipes, mains, wires, conduits and equipment; provided, however, that such repair, alteration, replacement or construction shall not unreasonably interfere with the use of the Premises by the Lessee.

(c) Nothing in this Section shall be or be deemed construed to impose upon the Port Authority any obligation to construct or maintain or to make repairs, replacements, alterations or additions, or shall create any liability for any failure so to do.

(d) At any time and from time to time during ordinary business hours within the six (6) months next preceding the expiration of the letting, the Port Authority, by its agents and employees, whether or not accompanied by prospective lessees, occupiers or users of the Premises, shall have the right to enter thereon for the purpose of exhibiting and viewing all parts of the same and during such six-month period for Port Authority may place and maintain on the Premises, the usual "To Let" signs, which signs the Lessee shall permit to remain without molestation.

(e) If, during the last month of the letting, the Lessee shall have removed all or substantially all the Lessee's property from the Premises, the Port Authority may immediately enter and alter, renovate and redecorate the Premises.

(f) The exercise of any or all of the foregoing rights by the Port Authority or others shall not be or be construed to be an eviction of the Lessee nor be made the grounds for any abatement of rental or any claim or demand for damages, consequential or otherwise.

Section 21. Condemnation

(a) In any action or proceeding instituted by any governmental agency or agencies for the taking for a public use of any interest in all or any part of the Premises, the Lessee shall not be entitled to assert any claim to any award or part thereof made or to be made therein, or to institute any action or proceeding or to assert any claim against such agency or agencies or against the Port Authority, for or on account of any such taking, except the possible claim to an award for loss of fixtures furnished and installed by the Lessee (and for the purpose of such possible claim alone, title to such fixtures shall revert to the Lessee), it being understood and agreed between the Port Authority and the Lessee that, except for the possible claim to an award for loss of fixtures, the Port Authority shall be entitled to all the compensation or awards made or to be made or paid for any such taking, free of any claim or right of the Lessee.

(b) In the event of a taking of the entire Premises by any governmental agency or agencies, then this Agreement shall be cancelled and the letting shall, as of the date possession is taken from the Port Authority by such agency or agencies, cease and determine in the same manner and with the same effect as if the term of the letting had on that date expired.

(c) In the event of a taking by any governmental agency or agencies of a part of the Premises, then the letting as to such part only shall, as of the date possession thereof is taken from the Port Authority by such agency or agencies, cease and determine, and the rentals thereafter to be paid by the Lessee to the Port Authority shall, if so provided in Item 1 of Exhibit B, be abated from and after the date of such taking.

(d) Notwithstanding the provisions of this Section 21, the Lessee shall not be

Newark Currency Services, LLC/Travellex/Lease No. ANC-012

prevented thereby from making a possible claim against the condemning party for an award for moving expenses or for trade fixtures owned or installed by Lessee, if (i) such claim is then allowed by law, (ii) such claim is then allowed by the Port Authority's lease with the City of Newark, described in the Section of this Agreement entitled "*Basic Lease*", if applicable, and (iii) such award is made separately from the award to the Port Authority and will not reduce the amount thereof; this provision shall not be deemed a representation by the Port Authority of the validity or legality of any such claim.

Section 22. Assignment and Subleasing

(a) Definitions. The following terms shall have the respective meanings set forth below.

(1) "Assignment" shall mean any sale, conveyance, transfer, exchange, mortgage, assignment or other disposition of all or any portion of the Lessee's interest in this Agreement or the leasehold estate created hereby, whether directly or indirectly or by operation of law or otherwise.

(2) "Sublease" shall mean any sublease (including a sub-sublease or any further level of subletting) and any occupancy, license, franchise or concession agreement applicable to the Premises or any portion thereof.

(3) "Transfer" shall mean the transfer, sale, assignment, pledge, hypothecation or other disposition of any interest in the Lessee or in any direct or indirect constituent entity of the Lessee, where such disposition (whether by itself or cumulatively with other transactions) directly or indirectly produces any change in the direct or indirect Control (as defined in the definition of Affiliate) of the Lessee, and shall include but not be limited to (1) the sale, assignment, redemption or transfer of outstanding stock of or membership interest in, respectively, any corporation or any limited liability company that is the Lessee or that is the general partner of any partnership that is the Lessee, (2) the issuance of additional stock or membership interest in, respectively, any corporation or limited liability company that is the Lessee or that is the general partner of any partnership that is the Lessee, and (3) the sale, assignment, redemption or transfer of any general or limited partner's interest in, or the admission of a new partner to, a partnership that is the Lessee or that is a general or limited partner of any partnership that is the Lessee.

(b) No Assignment, Transfer or Sublease without Consent. The Lessee shall not effect or permit any Assignment, Transfer or Sublease without the prior written consent of the Port Authority.

(c) Unauthorized Transactions Null and Void. Any Sublease, Assignment or Transfer, including without limitation any sale, assignment, transfer, mortgage, pledge, hypothecation, encumbrance or disposition of the Premises or of the rents, revenues or any other income from the Premises, or this Agreement or any part hereof, or any license or other interest of the Lessee herein not made in accordance with the provisions of this Agreement shall be null and void *ab initio* and of no force or effect.

(d) Port Authority's Right to Collect Rent. If without the prior written consent of the Port Authority, the Lessee effects any Assignment, Transfer or Sublease, or if the Premises are occupied by anybody other than the Lessee, the Port Authority may collect rent from any assignee, sublessee or anyone who claims a right under this Agreement or letting or who occupies the Premises, and the Port Authority shall apply the net amount collected to the rental herein reserved; but no such collection shall be deemed a waiver by the Port Authority of the covenants contained in paragraphs Newark Currency Services, LLC/Travelcx/Lease No. ANC-012

(a) and (b) of this Section or an acceptance by the Port Authority of any such assignee, sublessee, claimant or occupant as Lessee, nor a release of the Lessee by the Port Authority from the further performance by the Lessee of the covenants contained herein.

(e) Continuing Application of Consent Requirement. Any consent granted by the Port Authority to any Assignment, Transfer or Sublease pursuant to the provisions hereof shall not be construed or deemed to release, relieve or discharge the Lessee or any other person claiming any right, title or interest in this Agreement from the requirement of obtaining the prior written consent of the Port Authority with respect to any other Assignment, Transfer or Sublease.

(f) Use of Premises. The Lessee shall not use or permit any person to use the Premises or any portion thereof for any purpose other than the purposes stated in the Section hereof entitled "*Rights of Use by the Lessee*". Except as provided in this Agreement or otherwise permitted in writing by the Port Authority, the Lessee shall not permit the Premises to be used or occupied by any person other than its own officers, employees, contractors and representatives.

Section 23. Termination

(a) If any one or more of the following events of default shall occur, that is to say:

(1) The Lessee shall fail duly and punctually to pay the rentals or to make any other payment required hereunder when due to the Port Authority.

(2) The Lessee 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

(3) By order or decree of a court the Lessee shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors or, if the Lessee is a corporation, by any of the stockholders of the Lessee, 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

(4) 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 Lessee and shall not be dismissed within thirty (30) days after the filing thereof; or

(5) The letting hereunder or the interest or estate of the Lessee under this Agreement shall be transferred to, pass to or devolve upon, by operation of law or otherwise, any other person, firm or corporation; or

(6) The Lessee, if a corporation, shall, without the prior written 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

(7) The Lessee is, or the Lessees collectively are doing business as, or constitute a co-partnership, and the said co-partnership shall be dissolved as the result of any act or omission of its co-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

(8) 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 Lessee, and such possession or control shall continue in effect for a period of fifteen (15) days; or

(9) Any type of strike or other labor activity is directed against the Lessee at the Terminal 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 Terminal or the operations of other Lessees or licensees thereat, whether or not the same is due to the fault of the Lessee, and whether caused by the employees of the Lessee or by others; or

(10) Any lien is filed against the Premises because of any act or omission of the Lessee and is not removed within ten (10) days; or

(11) The Lessee shall voluntarily abandon, desert, vacate or discontinue its operations in the Premises; or

(12) The Lessee 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 ten (10) 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 Lessee shall have commenced to perform whatever may be required for fulfillment within ten (10) 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 at any time thereafter the continuance thereof, the Port Authority may by five (5) days' notice terminate the letting and the rights of the Lessee hereunder, such termination to be effective upon the date specified in such notice. Such right of termination and the exercise thereof may be and operate as a conditional limitation.

(b) If any of the events enumerated in subdivision (a) of this Section shall occur prior to the letting, the Lessee shall not be entitled to enter into possession of the Premises and the Port Authority upon the occurrence of any such event or at any time thereafter during the continuance thereof by twenty-four hours' notice may cancel the interest of the Lessee under this Agreement, such cancellation to be effective upon the date specified in such notice.

(c) No acceptance by the Port Authority of rentals, fees, charges or other payments in whole or in part for any period or periods after or during the continuance of a breach or default of any of the terms, covenants and conditions to be performed, kept or observed by the Lessee shall be deemed a waiver of any right on the part of the Port Authority to terminate the letting, nor shall the same constitute a waiver of any such breach or default.

(d) No waiver by the Port Authority of any breach or default on the part of the Lessee in performance of any of the terms, covenants or conditions hereof to be performed, kept or observed by the Lessee shall be or be construed to be a waiver by the Port Authority of any other or subsequent default in performance of any of the said terms, covenants and conditions. No failure by the Port Authority to insist upon the strict performance of terms, covenants or conditions of this Agreement or to exercise any right or remedy consequent upon a breach or default thereof, and no extension, supplement or amendment of this Agreement during or after a breach thereof, unless expressly stated to be a waiver, shall constitute a waiver of any such breach or default of the said terms, covenants or conditions. No terms, covenant or condition of this Agreement to be performed

or complied with by the Lessee, and no breach or default thereof, shall be waived, altered or modified except by a written instrument executed by the Port Authority.

(e) The rights of termination described above shall be in addition to any other rights of termination provided in this Agreement and in addition to any rights and remedies that the Port Authority would have at law or in equity consequent upon any breach of this Agreement by the Lessee, and the exercise by the Port Authority of any right of termination shall be without prejudice to any other such rights and remedies. The Lessee particularly acknowledges that as part of said equitable rights and remedies the Port Authority shall be entitled to restrain by injunction any violation or attempted or threatened violation of any covenants, conditions or other provisions of this Agreement.

Section 24. Right of Re-entry

The Port Authority shall, as an additional remedy upon the giving of a notice of termination as provided in the Section of this Agreement entitled "*Termination*", have the right to re-enter the Premises and every part thereof upon the effective date of termination without further notice of any kind, and may regain and resume possession either with or without the institution of summary or any other legal proceedings or otherwise. Such re-entry, or regaining or resumption of possession, however, shall not in any manner affect, alter or diminish any of the obligations of the Lessee under this Agreement, and shall in no event constitute an acceptance of surrender.

Section 25. Waiver of Redemption

The Lessee hereby waives any and all rights to recover or regain possession of the Premises and all rights of redemption, granted by or under any present or future law in the event it is evicted or dispossessed for any cause, or in the event the Port Authority obtains possession of the Premises in any lawful manner.

Section 26. Survival of the Obligations of the Lessee

(a) In the event that the letting shall have been terminated in accordance with a notice of termination as provided in the Section of this Agreement entitled "*Termination*", or the interest of the Lessee cancelled pursuant thereto, or in the event that the Port Authority has re-entered, regained or resumed possession of the Premises in accordance with the provisions of the Section of this Agreement entitled "*Right of Re-entry*", all the obligations of the Lessee under this Agreement shall survive such termination or cancellation, re-entry, regaining or resumption of possession and shall remain in full force and effect for the full term of this Agreement, and the amount or amounts of damages or deficiency shall become due and payable to the Port Authority to the same extent, at the same time or times and in the same manner as if no termination, cancellation, re-entry, regaining or resumption of possession had taken place. The Port Authority may maintain separate actions each month to recover the damage or deficiency then due or at its option and at any time may sue to recover the full deficiency less the proper discount, for the entire unexpired term.

(b) The amount of damages for the period of time subsequent to termination or cancellation (or re-entry, regaining or resumption of possession) shall be the sum of the following:

(1) on account of the Lessee's basic rental obligation, the amount of the total of all annual basic rentals, less the installments thereof payable prior to the effective date of termination except that the credit to be allowed for the installment payable on the first day of the month in which the termination is effective shall be prorated for the part of the month the letting remains in effect, on the basis of a 30-day month;

(2) on account of the Lessee's percentage rental obligation in the event that a basic rental is also reserved under this Agreement, an amount equal to the percentage stated in Item 1 of **Exhibit B** applied to the amount of Gross Receipts in excess of the annual exemption amount or amounts, which Gross Receipts would have been received by the Lessee during the balance of the term if there had been no termination or cancellation (or re-entry, regaining or resumption of possession), and for the purpose of calculation hereunder (i) the said amount of Gross Receipts shall be derived by multiplying the number of days in the balance of the term originally fixed, by the Lessee's average daily Gross Receipts; (ii) the average daily Gross Receipts shall be the total actual Gross Receipts of the Lessee during that part of the effective period of the letting (including all annual periods falling within the effective period) in which the abatement was in effect, divided by the number of days included in such part of the effective period; (iii) the annual exemption amount for any period of less than a year shall be the product of the original annual exemption amount multiplied by a fraction, the numerator of which shall be the number of days from the effective date of termination to the end of the annual period and the denominator shall be 365;

(3) on account of the Lessee's percentage rental obligation in the event that no basic rental is reserved under this Agreement, an amount equal to the percentage stated in Item 1 of **Exhibit B** applied to the amount of Gross Receipts which would have been received by the Lessee during the balance of the term if there had been no termination or cancellation (or re-entry, regaining or resumption of possession), and for the purpose of calculation hereunder (i) the said amount of Gross Receipts shall be derived by multiplying the number of days in the balance of the term originally fixed, by the Lessee's average daily Gross Receipts; and (ii) the average daily Gross Receipts shall be the total actual Gross Receipts of the Lessee during that part of the effective period of the letting (including all annual periods falling within the effective period) divided by the number of days included in such part of the effective period;

(4) the amount of all other unfulfilled monetary obligations of the Lessee under this Agreement, including without limitation thereto, all sums constituting additional rental hereunder and the cost to and expenses of the Port Authority for fulfilling all other obligations of the Lessee which would have accrued or matured during the balance of the term on the expiration date originally fixed or within a stated time after expiration or termination; and

(5) an amount equal to the cost to and the expenses of the Port Authority in connection with the termination, cancellation, regaining possession and restoring (on failure of the Lessee to restore) and reletting the Premises, the Port Authority's legal expenses (including but not limited to the cost to the Port Authority of in-house legal services) and costs, and the Port Authority's costs and expenses for the care and maintenance of the Premises during any period of vacancy, and any brokerage fees and commissions in connection with any reletting.

(c) It is understood and agreed that the statement of damages under the preceding subdivision (b) shall not affect or be construed to affect the Port Authority's right to damages in the event of termination or cancellation (or re-entry, regaining or resumption of possession) where the Lessee has not received any actual Gross Receipts under this Agreement.

Section 27. Reletting by the Port Authority

The Port Authority, upon termination or cancellation pursuant to the provisions of the Section of this Agreement entitled "*Termination*", or upon any re-entry, regaining, or resumption of possession pursuant to the provisions of the Section of this Agreement entitled "*Right of Re-entry*", may occupy the Premises or may relet the Premises, and shall have the right to permit any person, firm or corporation to enter upon the Premises and use the same. Such reletting may be of part only of the Premises, or of the Premises, or a part thereof together with other space, and for a period of time the same as or different from the balance of the term hereunder remaining, and on terms and conditions the same as or different from those set forth in this Agreement. The Port Authority shall

also, upon termination or cancellation pursuant to the provisions of the Section of this Agreement entitled "*Termination*", or upon its re-entry, regaining or resumption of possession pursuant to the provisions of the Section of this Agreement entitled "*Right of Re-entry*", have the right to repair or to make structural or other changes in the Premises, including changes which alter the character of the Premises and the suitability thereof for the purposes of the Lessee under this Agreement, without affecting, altering or diminishing the obligations of the Lessee hereunder. In the event either of any reletting or of any actual use and occupancy by the Port Authority (the mere right to use and occupy not being sufficient however) there shall be credited to the account of the Lessee against its survived obligations hereunder any net amount remaining after deducting from the amount actually received from any lessee, licensee, permittee or other occupier in connection with the use of the said Premises or portion thereof during the balance of the letting as the same is originally stated in this Agreement, or from the market value of the occupancy of such portion of the Premises as the Port Authority may during such period actually use and occupy, all expenses, costs, and disbursements incurred or paid by the Port Authority in connection therewith. No such reletting shall be or be construed to be an acceptance of surrender.

Section 28. Thirty Day Termination

(a) The Port Authority shall have the right to terminate this Agreement and the letting hereunder, without cause, at any time, on thirty (30) days' notice to the Lessee. In the event of termination pursuant to this Section, this Agreement and the letting hereunder shall cease and expire as if the effective date of termination stated in the notice were the date originally stated herein for the expiration of this Agreement.

(b) The Lessee is obligated by this Agreement to furnish and install all fixtures and equipment and make all improvements in the Premises, necessary or proper for its operations hereunder. In the event of termination by the Port Authority under this Section, the Port Authority shall pay the Lessee a pro rata share of the Lessee's cost in supplying and installing such fixtures and equipment and making all such improvements excluding any replacements thereof. The cost and the pro rata share thereof shall be ascertained as stated in Item 6 of **Exhibit B**; provided, however, that tender of payment of said prorated cost by the Port Authority to the Lessee shall not be prerequisite to the exercise of the right of termination under this Section. On the payment by the Port Authority of said prorated cost and any interest due thereon, all fixtures, equipment and improvements including replacements furnished by the Lessee in the Premises and all interest of the Lessee therein which have not already become the property of the Port Authority shall be and become the property of the Port Authority and the Lessee shall execute any and all instruments necessary to transfer title to any such interest; provided, however, that the Port Authority may by notice relinquish its right to any such fixtures, equipment or improvements and the provisions of the Sections of this Agreement "*Sales and Services by the Lessee*" and "*Surrender*", respectively.

Section 29. Remedies to Be Non-exclusive

All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the Port Authority at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

Section 30. Surrender

(a) The Lessee covenants and agrees to yield and deliver peaceably to the Port Authority possession of the Premises on the date of the cessation of the letting, whether such cessation be by termination, expiration or otherwise, promptly and in good condition, and all of the

Premises shall be free and clear of all liens, encumbrances, and security interests and of any rights of any sublessees or other occupants of the Premises.

(b) Subject to the provisions of the Sections of this Agreement entitled "*Sales and Services by the Lessee*" and "*Thirty Day Termination*", respectively, the Lessee shall have the right at any time during the letting to remove its equipment, inventories, removable fixtures and other personal property from the Premises. If the Lessee shall fail to remove its property on or before the termination or expiration of the letting, the Port Authority 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 by the Lessee to the Port Authority, with any balance remaining to be paid to the Lessee; if the expenses of such removal, storage and sale shall exceed the proceeds of sale, the Lessee shall pay such excess to the Port Authority upon demand.

Section 31. Acceptance of Surrender of Lease

No agreement of surrender or to accept a surrender shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of the Port Authority and of the Lessee. Except as expressly provided in this Section, neither the doing of, nor any omission to do, any act or thing, by any of the officers, agents or employees of the Port Authority, shall be deemed an acceptance of a surrender of the letting or of this Agreement.

Section 32. Requirement of Security Deposit

(a) Upon the execution of this Agreement by the Lessee and delivery thereof to the Port Authority, the Lessee shall deliver to the Port Authority, as security for the full, faithful and prompt performance of and compliance with, on the part of the Lessee, all of the terms, provisions, covenants and conditions of this Agreement on its part to be fulfilled, kept, performed or observed, a clean irrevocable letter of credit issued by a banking institution satisfactory to the Port Authority and having its main office within the Port of New York District and acceptable to the Port Authority, in favor of the Port Authority, and payable in the Port of New York District in the amount of Two Hundred Eighty-Five Thousand Dollars and No Cents (\$285,000.00). 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 Agreement and for a period of not less than six (6) months thereafter; such continuance may be by provision for automatic renewal or by substitution of a subsequent clean and irrevocable satisfactory letter of credit. If requested by the Port Authority, said letter of credit shall be accompanied by a letter explaining the opinion of counsel for the banking institution that the issuance of said clean, irrevocable letter of credit is an appropriate and valid exercise by the banking institution of the corporate power conferred upon it by law. Upon notice of cancellation of a letter of credit, the Lessee agrees that unless, by a date twenty (20) days prior to the effective date of cancellation, the letter of credit is replaced by another letter of credit satisfactory to the Port Authority, the Port Authority may draw down the full amount thereof and thereafter the Port Authority will hold the same as security. Failure to provide such a letter of credit at any time during the effective period of the permission, under this Agreement, valid and available to the Port Authority, including any failure of any banking institution issuing any such letter of credit previously accepted by the Port Authority to make one or more payments as may be provided in such letter of credit shall be deemed to be a breach of this Agreement on the part of the Lessee. Upon acceptance of such letter of credit by the Port Authority, and upon request by the Lessee made thereafter, the Port Authority will return the security deposit, if any, theretofore made. The Lessee shall have the same rights to receive such deposit during the existence of a valid letter of credit as it would have to receive such sum upon expiration of the permission under this Agreement and fulfillment of the obligations of the Lessee hereunder. If the Port Authority shall make any drawing under a letter of credit held by the Port Authority hereunder, the Lessee on demand of the Port Authority and within two (2) days

Newark Currency Services, LLC/Travelx/Lease No. ANC-012

thereafter, shall bring the letter of credit back up to its full amount. No action by the Port Authority pursuant to the terms of any letter of credit, or any receipt by the Port Authority of funds from any bank issuing such letter of credit, shall be or be deemed to be a waiver of any default by the Lessee under the terms of this Agreement and all remedies of the Lessee and of the Port Authority consequent upon such default shall not be affected by the existence of a recourse to any such letter of credit.

(b) For purposes of the provisions set forth in this Section, the Lessee hereby certifies that the following are the I.R.S. Employer Identification No. for each of the following entities: Newark Currency Services, LLC, 22-3669811; Travelex America, Inc., 11-2953256; and CLS Management Services, Inc., 54-1739501.

(c) Unless Item 7 of **Exhibit B** indicates that no performance bond is required, the Lessee shall furnish and pay the premium for a bond in the sum stated in the said Item 7, conditioned upon the full, faithful and prompt performance of and compliance with, on the part of the Lessee, all the covenants, terms and conditions of this Agreement on its part to be fulfilled, kept, performed and observed. The bond so furnished shall be in the form attached hereto, hereby made a part hereof and marked **Exhibit U**, and shall be effective throughout the performance of Lessee's Work for the Premises and through the later of either (i) a period of six (6) months following the completion of all punch list items issued by the Port Authority or (ii) the opening of the Premises for business to the public. Further, such bond shall be made either by a surety company or companies qualified to carry on a surety business in the State of New Jersey if the Premises are in New Jersey or in the State of New York if the Premises are in New York, and satisfactory to the Port Authority or by an individual or individuals satisfactory to the Port Authority.

Section 33. Brokerage

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

Section 34. Limitation of Rights and Privileges Granted

No greater rights or privileges with respect to the use of the Premises or any part thereof or with respect to the Terminal are granted or intended to be granted to the Lessee by this Agreement, or by any provision thereof, than the rights and privileges expressly granted hereby.

Section 35. Letting Postponed

The Lessee recognizes that, at the time of execution of this Agreement, the Premises may be occupied by another or may be under construction, alteration or improvement by the Port Authority or that the Port Authority may intend to do or make such construction, alteration or improvement and that as a result the Premises may not be ready for occupancy on the commencement date stated in the Section of this Agreement entitled "*Term*". In the event that the Premises are not ready for occupancy on said commencement date, the term of the letting under this Agreement shall commence on a date designated by the Port Authority on ten (10) days' notice to the Lessee, but not later than the date stated in Item 8 of **Exhibit B**; and, in the event that the commencement date shall be postponed hereunder, then the expiration date as stated in said Section shall also be postponed by a period of time equivalent to the period intervening between the commencement date stated in said Section and the actual commencement date as designated pursuant to this Section. In the event that

Newark Currency Services, LLC/Travelex/Lease No. ANC-012

the Premises are not ready for occupancy on or before the date stated in Item 8 of **Exhibit B**, then this Agreement shall be cancelled and each party shall release and does hereby release the other party of and from any and all claims or demands based on this Agreement or any breach or alleged breach thereof. Nothing contained in this Section shall impose or shall be construed to impose on the Port Authority any obligation to perform construction or make alterations or improvements.

Section 36. Changes in the Terminal

The Port Authority shall have the right at any time and from time to time prior to and during the letting, in the interest of the efficient operation of the Terminal, to close, move or alter any common way in the Terminal, including but not limited to entrances, exits, passages, halls, corridors, aisles, stairways, elevators or escalators, or to restrict or change the traffic on or through any such common way; and no such action by the Port Authority shall release the Lessee from any of its obligations under this Agreement.

Section 37. Notices

(a) Except where expressly required or permitted herein to be oral, all notices, directions, requests, consents and approvals required to be given to or by either party shall be in writing, and all such notices and requests shall be (i) personally delivered to the duly designated officer or representative of such party or delivered to the office of such officer or representative during regular business hours, or (ii) forwarded to him or to the party at such address by certified or registered United States mail, postage prepaid, return receipt requested, or (iii) forwarded to him or to the party at such address by expedited prepaid delivery service, either commercial or United States Postal Service, with proof of delivery or attempted delivery required in the case of (i), (ii) or (iii) above. Said designated officer or representative of the Port Authority and the Lessee and their respective officers shall be as set forth in this Agreement.

(b) The Lessee shall from time to time designate in writing an office within the Port of New York District and an officer or representative whose regular place of business is at such office upon whom notices and requests may be served. Until further notice, the Lessee designates its representative named on the first page of this Agreement as its representative upon whom notices and requests may be served and its address given on the first page of this Agreement as its office where notices and request may be served. The Port Authority hereby designates its Executive Director, as its representative upon whom notices and requests may be served, and its office at 225 Park Avenue South, New York, New York 10003.

(c) A notice shall be deemed to have been given: in the case of hand delivery, at the time of delivery or refusal to accept delivery; in the case of registered or certified mail or expedited prepaid delivery, upon delivery or refusal to accept delivery; or in the event of failure to delivery by reason of changed address of which no notice was given or refusal to accept delivery, as of the date of such failure or refusal. A party receiving a notice which does not comply with the technical requirements for notice under this Section may elect to waive any deficiencies and treat the notice as having been properly given.

(d) Wherever a notice or request is required to be given by the Lessee to the Port Authority pursuant to this Agreement, a copy of such notice or request shall also be given simultaneously by the Lessee to Westfield Concession Management, LLC (or any successor concession manager thereto designated by the Port Authority, if any), in accordance with the requirements of this Section, to the following address:

Westfield Concession Management, LLC
11601 Wilshire Blvd., 11th Floor
Los Angeles, California 90025
Attention: Office of Legal Counsel

Westfield Concession Management, LLC
Newark Liberty International Airport
35 Terminal B, Bldg. #74
Newark, New Jersey 07114
Attention: General Manager

Section 38. Place of Payments

All payments required of the Lessee by this Agreement shall be made by mail to the Port Authority of New York and New Jersey, c/o P.O. Box 51065, Los Angeles, CA 90074-1065 or via the following wire transfer instructions:

Bank:	Bank of America, 555 S. Flower Street, 6 th Floor, Los Angeles, CA 90071
Bank ABA Number:	122 000 661
Account Name:	Westfield Concession Mgmt., LLC As Agent for Newark Airport Terminal A&B/Blocked Acct.
Account Number:	
Instructions:	Lessee is required to send an email with EFT confirmation to the following individuals when payments are made: jgarraway@us.westfield.com (Airport Accountant) and nholder@us.westfield.com (Senior Accountant)

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

Section 39. Quiet Enjoyment

The Port Authority covenants and agrees that as long as the Port Authority remains the lessee (if the Premises are located in the City of Newark) or the owner (if the Premises are located in the City of Elizabeth) of the Terminal, the Lessee, upon paying all rentals hereunder and performing all the covenants, conditions and provisions of this Agreement on its part to be performed, shall and may peaceably and quietly have, hold and enjoy the Premises free of any act or acts of the Port Authority except as expressly permitted in this Agreement.

Section 40. Headings

The section headings and the paragraph headings, if any, 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.

Section 41. Construction and Application of Terms

(a) Wherever in this Agreement a third person singular neuter pronoun or adjective is used, referring to the Lessee, the same shall be taken and understood to refer to the Lessee, regardless of the actual gender or number thereof.

(b) Whenever in this Agreement the Lessee is placed under an obligation or covenants to do or to refrain from or is prohibited from doing, or is entitled or privileged to do, any act or thing, the following shall apply:

(1) If the Lessee is a corporation, its obligations shall be performed or its rights or privileges shall be exercised only by its officers and employees; or

(2) If the Lessee is an unincorporated association or a business or "Massachusetts" trust, the obligation shall be that of its members or trustees, as well as of itself, and shall be performed only by its members or trustees, and officers and employees, and the rights or privileges shall be exercised only by its members or trustees, and its officers and employees; or

(3) If the Lessee is a co-partnership, the obligation shall be that of its partners and shall be performed only by its partners and employees and the rights or privileges shall be exercised only by its partners and employees; or

(4) If the Lessee is an individual, the obligations shall be that of himself (or herself) and shall be performed only by himself (or herself) and his (or her) employees and the rights or privileges shall be exercised only by himself (or herself) and his (or her) employees; or

(5) if the Lessee is a limited liability company, by the Lessee acting only through the medium of its members, managers, and employees.

(c) None of the privileges of paragraph (b) above shall be taken to alter, amend or diminish any obligation of the Lessee assumed in relation to its invitees, customers, agents, representatives, contractors or other persons, firms or corporations doing business with it.

(d) In the event that more than one individual or other legal entity are the Lessee under this Agreement, then and in that event each and every obligation under this Agreement shall be the joint and several obligation of each such individual or other legal entity.

(e) The Lessee's representative, hereinbefore specified (or such substitute as the Lessee may hereafter designate in writing) shall have full authority to act for the Lessee in connection with this Agreement and any things done or to be done hereunder, and to execute on the Lessee's behalf any amendments or supplements to this Agreement or any extension thereof.

(f) The Lessee agrees that any rule of construction to the effect that any ambiguities in this Agreement are to be resolved against the drafting party shall not be applicable to the interpretation or construction of this Agreement or any amendments, addendums, supplements, Exhibits or Schedules hereto.

(g) The Section and paragraph headings, if any, in this Agreement 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.

(h) Unless otherwise expressly specified, the terms, provisions and obligations contained in the Exhibits and Schedules attached hereto, whether there set out in full or as amendments of, or supplements to provisions elsewhere in the Agreement stated, shall have the same force and effect as if herein set forth in full.

(i) If any clause, provision or section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions hereof.

(j) The fact that certain of the terms and provisions hereunder are expressly stated to survive the expiration or termination of the letting hereunder shall not mean that those provisions hereunder which are not expressly stated to survive shall terminate or expire on the expiration or termination of the letting hereunder and do not survive such termination or expiration.

(k) Time is of the essence in the Lessee's performance of this Agreement. Notwithstanding the fact that certain references elsewhere in this Agreement to acts required to be performed by the Lessee hereunder, or to breaches or defaults of this Agreement by the Lessee, omit to state that such acts shall be performed at the Lessee's sole cost and expense, or omit to state that such breaches or defaults by the Lessee are material, unless the context clearly implies to the contrary, each and every act to be performed or obligation to be fulfilled by the Lessee pursuant hereto shall be performed or fulfilled at the Lessee's sole cost and expense, and all breaches or defaults by the Lessee hereunder shall be deemed material. The Lessee shall be fully responsible and liable for the observance and compliance by concessionaires, franchisees and licensees of the Lessee and with all the terms and conditions of this Agreement, which terms and conditions shall be applicable to concessionaires, franchisees and licensees as fully as if they were the Lessee hereunder; and failure by a concessionaire, franchisee or licensee fully to observe and comply with the terms and conditions of this Agreement shall constitute a default by the Lessee. Nothing contained in the preceding sentence shall constitute consent by the Port Authority to any concession, subletting or other arrangement.

Section 42. Non-Discrimination

(a) Without limiting the generality of any of the provisions of this Agreement, the Lessee in its operations at the Airport, the use of any space or Premises and the exercise of any privileges under this Agreement, shall not on the grounds of race, creed, color or national origin discriminate or permit discrimination against any person or group of persons in any manner whatsoever and shall comply with Part 21 to the Regulations of the Office of the Secretary of Transportation, as it 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 Lessee's operations at the Airport, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

(b) The Lessee shall include the provisions of paragraph (1) of this Section in every agreement or concession pursuant to which any person or persons, other than the Lessee, 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 any such covenant. Nothing herein shall be or be deemed to grant to the Lessee the right to make any such agreement or concession.

(c) The Lessee's noncompliance with the provisions of this Section shall constitute a material breach of this Agreement. In the event of such noncompliance, the Port Authority may take any appropriate action to enforce compliance; or by giving twenty-four (24) hours' notice, may terminate this Agreement and the letting hereunder with the same force and effect as a termination under the Section of this Agreement providing for termination for default by the Lessee in the performance or observance of any other term or provision of 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) This Agreement is subject to the requirements of the United States Department of Transportation's regulations, 49 CFR Part 23. The Lessee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement or any management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23. The

Newark Currency Services, LLC/Travelex/Lease No. ANC-012

Lessee agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23 that it enters and cause those businesses to similarly include the statements in further agreement.

(e) The Lessee 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 Lessee's noncompliance with any of the provisions of this Section and the Lessee shall reimburse the Port Authority for any loss or expense incurred by reason of such noncompliance.

Section 43. Basic Lease

If the Premises are located in the City of Newark, the following shall apply:

(a) Notwithstanding any other provision of this Agreement, this Agreement shall in any event expire with the expiration or termination of the lease of the Facility from the City of Newark to the Port Authority under the agreement of lease 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 the Book E-110 of Deeds at pages 242, et seq, no greater rights or privileges are hereby granted to the Lessee than the Port Authority has the power to grant under said agreement as supplemented or amended as aforesaid.

(b) The Port Authority has agreed by a provision in its said agreement with the City covering the Facility 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 to do so. The Lessee 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 said agreement of lease provision thereto. Unless otherwise directed in writing by the Port Authority, the Lessee shall conform to such enactments, ordinances, resolutions and regulations insofar as they relate to the operations of the Lessee at the Facility. In the event of compliance with any such enactment, ordinance, resolution or regulation on the part of the Lessee, acting in good faith, commenced after such delivery to the Port Authority but prior to the receipt by the Lessee of a written direction from the Port Authority, such compliance shall not constitute a breach of this Agreement, although the Port Authority thereafter notifies the Lessee to refrain from such compliance. Nothing herein contained shall release or discharge the Lessee from compliance with any other provision hereof respecting governmental requirements.

Section 44. Governmental Compliance

In the event that all or any portion of the Premises is required by the Port Authority to comply with any present or future governmental law, rule, regulation, requirement, order or direction, the Port Authority shall give the Lessee notice that all or any such portion of the Premises is so required and the Lessee shall deliver all or any such portion of the Premises so required on the date specified in such notice, and if the Lessee does not so deliver, the Port Authority may take the same. No such taking or delivery shall be or be construed to be an eviction of the Lessee or a breach of this Agreement. In the event that the Lessee has received a notice hereunder it shall deliver all or any such portion of the Premises so required in the same condition as that required hereunder for the delivery of the Premises on the cessation of the letting. In the event of the taking or delivery of all the Premises, this Agreement and the letting hereunder shall on the day of such taking or delivery cease and expire as if that day were the date originally stated herein for the expiration of this Agreement; and, in the event of the taking or delivery of any portion of the Premises, then, from and after such Newark Currency Services, L.L.C./Travelx/Lease No. ANC-012

taking or delivery, such portion of the Premises shall cease to be a part of the Premises hereunder. There shall be an abatement of the rental in the event of any such taking or delivery of a portion of the Premises if so provided in Item 1 of **Exhibit B**.

The Lessee understands the Port Authority by its officers, employees, agents, representatives or contractors or by the Airlines or their contractors or by the furnishers of utilities or other services to the Premises or to others at the Facility shall have the right to temporarily discontinue the supply of any of the above services in order to allow repairs, alterations, changes or improvements in the Premises or elsewhere at the Facility including all systems for the supply of services for the benefit of the Lessee or for the benefit of others than the Lessee at the Facility. Nothing contained herein shall be or be deemed construed to impose upon the Port Authority any obligations to supply any utility or service or to repair, alter or make changes or improvements or shall create any liability upon the Port Authority for any failure to do so.

Section 45. Force Majeure

(a) Neither the Port Authority nor the Lessee shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of the public enemy, acts of superior governmental authority, acts of terrorism, weather conditions, tides, riots, rebellion, sabotage or any other circumstances for which it is not responsible and which are not within its control; provided, however, that this provision shall not apply to failures by the Lessee to pay the rentals specified in the Section of this Agreement entitled "*Rental*" and Item 1 of **Exhibit B** annexed to this Agreement and shall not apply to any other charges or money payments specified in this Agreement; and provided further, that except by virtue of the circumstances specifically set forth hereinabove in this Section, this provision shall not prevent either party from exercising any of its rights to terminate this Agreement.

(b) No abatement, diminution or reduction of the rental or other charges payable by the Lessee, shall be claimed by or allowed to the Lessee for any inconvenience, interruption, cessation or loss of business or other loss caused, directly or indirectly, by any present or future law, rule, requirement, order, direction, ordinance or regulation of the United States of America, or of the state, county or city government, or of any other municipal, governmental or lawful authority whatsoever, or by priorities, rationing or curtailment of labor or materials, or by war or any matter or thing resulting therefrom, or by any other cause or causes beyond the control of the Port Authority, nor shall this Agreement be affected by any such causes or conditions.

Section 46. Rules and Regulations Amendment

If a copy of the Rule and Regulations referred to in the Section of this Agreement entitled "*Rules and Regulations*" is not attached to this Agreement, then the Port Authority will notify the Lessee thereof either by delivery of a copy, or by publication in a newspaper published in the Port of New York District or by making a copy available at the office of the Secretary of the Port Authority. No statement or provision in the said Rules and Regulations shall be deemed a representation or promise by the Port Authority that the services or privileges described shall be or remain available, or that the charges, prices, rates or fees stated therein shall be or remain in effect throughout the letting, all of the same being subject to change by the Port Authority from time to time whenever it deems a change advisable.

Section 47. Non-Liability of Individuals

No Commissioner, director, officer, agent or employee of either party shall be charged personally or held contractually liable by or to the other party under any term or provision of

this Agreement or of any supplement, modification or amendment to this Agreement or because of any breach thereof, or because of its or their execution or attempted execution.

Section 48. Other Agreements

The Lessee shall not, by virtue of the execution of this Agreement, be released or discharged from any obligations or liabilities whatsoever under any other agreement it has with the Port Authority.

Section 49. Operating Names

(a) Any name, designation or any service mark proposed to be used or displayed at the Premises or at the Terminal or for the Lessee's operations therein shall be approved in advance in writing by the Port Authority and the Lessee shall have the right to use and display the name, designation or mark only so long as this Agreement is in force and effect. If for any reason the Lessee ceases its operations in the Premises, the Lessee's right to use such name, designation or service mark shall immediately cease and come to an end and the Port Authority or its designee shall have the sole right to use such name, designation or service mark and the Lessee hereby consents to such use thereof. Any registration or filing by the Lessee with respect to such name, designation or service mark shall indicate the Port Authority's interest therein and the form thereof shall be approved in advance by the Port Authority in writing. The Lessee agrees to assign and transfer to the Port Authority any such registration or filing and any other rights in or to the use of such name, designation or service mark promptly upon written request therefor from the Port Authority. Nothing herein contained is intended to apply to the continuing use by the Lessee of its customary name, designation or service mark, if any, used elsewhere in its operations prior to the making of this Agreement.

(b) The Lessee shall not use or make any reference, by advertising or otherwise, to the names "The Port Authority of New York and New Jersey", "Port Authority" or any simulation or abbreviation of any such names, or any emblem, picture or reproduction of the Facility, for any purpose whatsoever. Furthermore, the Lessee shall not make use of or originate any material intended for publication or visual or oral presentation which uses the name "Newark Liberty International Airport" without the consent of the Port Authority.

Section 50. Labor Disturbances and Labor Harmony

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

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

the letting on five (5) days' written notice to the Lessee. In the event of termination by the Port Authority hereunder this Agreement and the letting hereunder shall cease and expire on the effective date of termination stated in the notice with the same force and effect as if such date were the original expiration date of the letting hereunder.

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

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

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

(e) Suspension of Lessee Operations. In the event of suspension of Lessee's operations pursuant to paragraph (a), above, the Lessee shall cease its activities and operations in the Premises and shall take such steps to secure and protect the Premises as shall be necessary or desirable. The exercise by the Port Authority of the right of suspension hereunder shall not affect or in any way limit the Port Authority's rights of termination as set forth elsewhere in this Agreement.

Section 51. Finishes and Decorating by the Lessee

(a) The Port Authority shall deliver each area of the Premises to the Lessee in their presently existing "**AS IS**" condition. The Lessee acknowledges that prior to the execution of this Agreement, it has thoroughly examined and inspected the existing Premises and has found the same to be in good order and repair and has determined the Premises to be suitable for the Lessee's operations hereunder. The Lessee agrees to and shall take the Premises in their "**AS IS**" condition and the Port Authority shall have no obligation hereunder for finishing work or preparation of any portion of the Premises for the Lessee's use. Nothing contained herein shall be construed to relieve the Lessee of its obligations under the provisions of the Section of this Agreement entitled "*Sales and Services by the Lessee*" to install in the Premises all necessary or proper equipment or fixtures required for its operations in the Premises. Subject to the provisions of this Section and those of the Section of this Agreement entitled "*Construction by the Lessee*", the Lessee agrees to and shall perform at its sole cost and expense all construction and installation work necessary or proper for its initial occupancy in, and operations at, the Premises, which work is hereinafter sometimes called the "**Lessee's Work**".

(b) The Lessee agrees that in performing the Lessee's Work it will incur costs subject to the limitations and restrictions contained in Item 6 of **Exhibit B**. Lessee shall submit on a Newark Currency Services, I.I.C./Travelx/Lease No. ANC-012

timely basis to the Port Authority for its approval an Alteration Application in the form supplied by the Port Authority, and containing such terms and conditions as the Port Authority may include, setting forth in detail and by appropriate plans and specifications the construction and installation work proposed by the Lessee to modernize, refurbish and prepare the Premises for operations hereunder and the manner of and time periods for performing the same. The data to be supplied by the Lessee shall describe in detail the fixtures and equipment to be installed by the Lessee. The Lessee shall be responsible at its sole expense for retaining all architectural, engineering and other technical consultants and services as may be directed by the Port Authority and for developing, completing and submitting detailed plans and specifications for the Lessee's Work. The plans and specifications to be submitted by the Lessee to the Port Authority shall bear the seal of a qualified architect or professional engineer and shall be in sufficient detail for a contractor to perform the Lessee's Work. The Lessee shall not engage in any such contractor or permit the use of any subcontractor unless and until each such contractor or subcontractor has been approved by the Port Authority. The Lessee shall include in any such contract or subcontract such provisions as the Port Authority may approve or require, including, without limitation thereto, provisions regarding labor harmony. The Lessee shall cause each such contractor and subcontractor to obtain and maintain in force such insurance coverage and performance bonds as the Port Authority shall specify. All the Lessee's Work shall be done in accordance with the said Alteration Application and final plans and specifications approved by the Port Authority shall be subject to inspection by the Port Authority during the progress of the Lessee's Work and after the completion thereof and the Lessee shall redo or replace at its own expense any of the Lessee's Work not done in accordance therewith. Upon completion of the Lessee's Work, the Lessee shall supply the Port Authority with a certificate signed by the architect or engineer who sealed the Lessee's plans and specifications pursuant to the provisions of this paragraph certifying that all of the Lessee's Work has been performed in accordance with the approved plans and specifications covering such work and in accordance with the provisions of this Agreement, and the Lessee shall supply the Port Authority with as-built drawings in form and number requested by the Port Authority.

(c) The Lessee shall not commence any portion of the Lessee's Work until the Alteration Application and plans and specifications covering such work have been finally approved by the Port Authority. In the event of any inconsistency between the provisions of this Agreement and those of the Alteration Application, the provisions of this Agreement shall control. The Lessee recognizes that its obligation to pay the rentals for the Premises stated in Item 1 of **Exhibit B** shall commence as established pursuant to Item 1 of **Exhibit B** whether or not the Lessee's Work is then completed or whether the Lessee is then conducting public operations in the Premises. The Lessee shall conduct no public operations in the Premises until the Port Authority shall have notified the Lessee in writing that the Lessee's Work has been completed to its satisfaction.

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

(e) Without limiting or affecting any other term or provision of this Agreement, the Lessee shall be solely responsible for the design, adequacy and operation of all utility, mechanical, electrical, communications and other systems installed in the Premises either by the Port Authority or by the Lessee and shall do all preventive maintenance and make all repairs, replacements, rebuilding (ordinary or extraordinary, structural or non-structural) and painting necessary to keep such systems and all other improvements, additions and fixtures, finishes and decorations made or installed by the Lessee (whether the same involves structural or non-structural

work) in the condition they were in when made or installed except for reasonable wear which does not adversely affect the watertight condition or structural integrity of the building or adversely affect the efficient or proper utilization or appearance of any part of the Premises.

(f) The Lessee's refurbishment investment obligation, which shall be performed in accordance with this Section in the same manner as applies to the Lessee's Work, shall be in the amount of Ten Thousand Dollars and No Cents (\$10,000.00) for each in-line unit and Two Thousand Five Hundred Dollars and No Cents (\$2,500.00) for each cart and/or kiosk, subject to the limitations and restrictions contained in Item 6 of **Exhibit B**.

The Lessee shall be obligated to complete its refurbishment by the fifth (5th) anniversary date of this Agreement, which date shall refer to the anniversary of the date on which the subject space is operated for any permitted use under this Agreement. No later than 270 days prior to the end of the fifth (5th) anniversary, Lessee shall propose to the Port Authority the proposed refurbishment of the fixed improvements in Lessee's Premises. Following the Port Authority's approval (and in accordance with the Port Authority's TAA process), Lessee shall make any such required refurbishment to the fixed improvement in the Premises pursuant to the specific scope of work required by the Port Authority and provided by the Port Authority to Lessee.

The capital investment in the subject space shall be undertaken in such amounts and at such times, in addition to the minimum amounts and on earlier dates than the deadline dates listed above, if necessary, in order to prevent the Premises from appearing worn or shabby to its patrons. The determination as to whether the Premises appear worn and shabby shall be made by the Port Authority in its sole and absolute discretion and such determination shall be final and binding upon the Lessee.

(g) (1) Without limiting any of the terms and conditions of this Agreement, the Lessee understands and agrees that it shall put into effect prior to the commencement of any of the Lessee's Work an affirmative action program and minority business enterprise ("MBE") program and Women-owned Business enterprises ("WBE") program in accordance with the provisions of the schedule annexed hereto, hereby made a part hereof and marked **Schedule E**. The provisions of **Schedule E** of this Agreement shall be applicable to the Lessee's contractor or contractors and subcontractors at any tier of construction as well as to the Lessee and the Lessee agrees to include the provisions of **Schedule E** within all of its construction contracts so as to make such provisions and undertakings the direct obligation of the construction contractor or contractors and subcontractors at any tier of construction. The Lessee agrees to furnish and agrees to require its contractor, contractors and subcontractors to furnish the Port Authority such data, including but not limited to compliance reports relating to the operation and implementation of the affirmative action, MBE and WBE programs called for hereunder as the Port Authority may request at any time and from time to time regarding the affirmative action, minority business enterprises, and women-owned business enterprises programs of the Lessee and its contractor, contractors and subcontractors at any tier of construction, and the Lessee agrees to make and put in effect and agrees to require that its contractor, contractors and subcontractors at any tier of construction make and put into effect such modifications and additions thereto as may be agreed to by and between the Port Authority and the Lessee pursuant to the provisions hereof and those of **Schedule E** to effectuate the goals of affirmative action and minority business enterprise and women-owned business enterprise programs. The obligations imposed on the Lessee under this paragraph and **Schedule E** shall not be construed to impose any greater requirements on the Lessee than those which may be imposed on the Lessee under applicable law.

(2) In addition to and without limiting any of the terms and conditions of this Agreement, the Lessee agrees to provide in its contracts and all subcontracts covering the Lessee's Work, or any portion thereof, that:

(i) 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;

(ii) At the request of either the Port Authority or the Lessee, 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 the Lessee 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;

(iii) The contractor will state, in all solicitations or advertisement 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; and

(iv) The contractor will include the provisions of (f)(2)(i) through (f)(2)(iii) of this Section 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.

(3) The term "contractor", as used herein, shall include each contractor and subcontractor at any tier of construction.

(h) The Lessee shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and agrees to 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.

(i) (1) In addition to and without limiting any of the foregoing provisions of this Section, and without limiting any other provision of this Agreement, or the provisions of **Schedule E** hereof, the Lessee agrees, in connection with its continuing operation, maintenance and repair of the Premises, or any portion thereof, and in connection with every award or agreement for concessions or consumer services at the Facility to commit itself to and use good faith efforts throughout the term of the letting hereunder to implement an extensive program of Affirmative Action, including specific affirmative action steps to be taken by the Lessee, to ensure maximum opportunities for employment and contracting by minorities and women. In meeting such commitment the Lessee agrees to submit its said extensive Affirmative Action program, including the specific affirmative action steps to be taken by the Lessee to meet its aforesaid commitment, within sixty (60) days after the commencement of the term of the letting hereof to the Port Authority for its review and approval. The Lessee shall incorporate in such program such revisions and changes as the Port Authority and the Lessee may agree upon from time to time. The Lessee agrees throughout the term of the letting hereunder to document its efforts in implementing such program, and agrees to keep the Port Authority fully advised of the Lessee's progress in implementing the program and to supply to the Port Authority such information, data and documentation with respect thereto as the

Port Authority may from time to time and at any time request, including but not limited to annual reports.

(2) "Minority" as used herein shall mean those persons described in paragraph I (c) of Part 1 of **Schedule E**.

(3) In the implementation of the provisions of this Section, the Port Authority may consider compliance by the Lessee with the provisions of any federal, state or local law concerning affirmative action, and equal employment opportunity, which are at least equal to the requirements of this Section, as effectuating the provisions of this Section. If the Port Authority determines that by virtue of such compliance with the provisions of any such federal, state or local law that the provisions hereof duplicate or conflict with such law the Port Authority may waive the applicability of the provisions of this Section to the extent that such duplication or conflict exists.

(j) 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.

(k) Nothing in this Section shall grant or be deemed to grant to the Lessee the right to make any agreement or award for concessions or consumer services at the Facility.

Section 52. Affirmative Action

The Lessee 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 Lessee 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 Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee 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.

Section 53. Late Charges

If the Lessee should fail to pay any amount required under this Agreement when due to the Port Authority, including payment of rental, utility fees or charges, or other charges or fees 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 herein below described) during the entirety of which such amount remains unpaid, each such late charge not to exceed an amount equal to eight-tenths of one percent (.8%) of such unpaid amount for each late charge period. There shall be twenty-four (24) late charge periods during each calendar year; each late charge period shall be for a period of at least fifteen (15) calendar days except one late charge period each calendar year may be for a period of less than fifteen (15) (but not less than thirteen (13)) calendar days. Without limiting the generality of the foregoing, late charge periods in the case of amounts found to have been owing to the Port Authority as the result of Port Authority audit findings shall consist of each late charge period following the date the unpaid amount should have been paid under this Agreement. Each late charge shall be payable immediately upon demand made at any time therefor by the Port Authority. No acceptance by the Port Authority of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the Port Authority to payment of any late charge or late charges payable under the provisions of this Section, with respect to such unpaid amount. Each late charge shall be and become additional rent, recoverable by the Port Authority in the same manner and with like remedies as if it were originally a part of the rentals as set forth in Item 1 of Exhibit B hereof. Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish Newark Currency Services, LLC/Travelex/Lease No. ANC-012

in any way (i) any rights of the Port Authority under this Agreement, including without limitation the Port Authority's rights set forth in the Section of this Agreement entitled "*Thirty Day Termination*", or (ii) any obligations of the Lessee under this Agreement. In the event that any late charge imposed pursuant to this Section shall exceed a legal maximum applicable to such late charge, then, in such event, each such late charge payable under this Agreement shall be payable instead at such legal maximum.

Section 54. Ethical Standards

The Lessee for itself and on behalf of any Affiliate of the Lessee and as to each member of the Board of Directors and each officer of the Lessee and/or of such Affiliate hereby certifies under the penalties applicable to perjury, represents warrants and covenants with full knowledge that the Port Authority will rely hereon in entering into this Agreement that at no time hereafter including the term of this Agreement shall the Lessee or any Affiliate thereof (a) take any action with respect to any employee or former employee of the Port Authority or immediate family member of either (i.e., spouse, child, parent or brother or sister) which would constitute a breach of ethical standards under the Code of Ethics and Financial Disclosure dated as of July 18, 1994 promulgated by the Port Authority, a copy of which is available upon request to the Secretary of the Port Authority, (b) 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 Lessee on behalf of the Port Authority, whether or not such duties are related to this Agreement or any other Port Authority contract or matter, or (c) make an offer of employment or use confidential information in a manner prescribed by the said Code of Ethics and Financial Disclosure. Any such conduct shall be deemed a material breach of this Agreement. As used herein "anything of value" shall include but not be limited to any (1) favors, such as meals, entertainment, transportation (other than that contemplated by this Agreement or any other Port Authority contract), etc., which might tend to obligate the Port Authority employee to the Lessee or any parent or Affiliate thereof and (2) 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 Agreement or any other Port Authority contract; and (iv) that neither the Lessee nor any Affiliate thereof knows of any action the part of any employee or former employee of the Port Authority which constitutes a breach of said Code of Ethics and Financial Disclosure and that if it or any parent or other Affiliate of the Lessee comes into such knowledge at any time hereafter, including during the term of this Agreement, it shall immediately report the same to the Port Authority in writing, any failure to do so being deemed a material breach of this Agreement.

Section 55. Additional Rent Items and Lessee Obligations

(a) Promotion Fee. The Lessee agrees to participate fully with the marketing and promotional programs for the concession (retail and food and beverage included) area sponsored by the Port Authority in the Terminal. Commencing as of the second full calendar month in which the Lessee conducts its operations hereunder, the Lessee shall pay, as additional rental, a "Promotion Fee" as the Lessee's contribution for marketing, advertising and promotion programs conducted by or on behalf of the Port Authority relating to the retail program in the Terminal. The Promotion Fee shall be an amount (i) during the first year of the term which equals a fee of Four Thousand One Hundred Sixty-Six and 67/100 Dollars for each calendar month and (ii) during each subsequent year of the term a fee of Four Thousand One Hundred Sixty-Six and 67/100 Dollars for each calendar month of each year. Such amount shall be payable no later than the 1st day of each month. The

Promotion Fee shall be prorated, if necessary, in the same manner as Basic Rental is prorated under this Agreement.

The failure of any other lessee or occupant of space within the concession area to participate in advertising for such concession area or make promotional contributions to the Port Authority shall not relieve the Lessee of any of its obligations under this Section. The Port Authority shall not be obligated to expend more for marketing and promotional programs than is actually collected from the Lessee and other concession facility operators in the Terminal. The Port Authority shall have the sole authority to employ and discharge personnel, retain third party independent contractors and to establish all budgets with respect to such marketing and promotional programs. The Port Authority reserves the right at any time to terminate its activities in this regard and cease collecting Promotion Fee contributions from the Lessee and other concession operators for these activities. In such event the Port Authority shall so notify the Lessee in writing and, thereafter, the Lessee shall no longer be obligated to make any further Promotion Fee contributions, and any remaining funds previously contributed as Promotion Fees may be used by the Port Authority to promote the overall concession program and facilities.

(b) Distribution Services and Fee.

(1) The Lessee shall, at the Lessee's sole cost and expense, make deliveries in a timely manner to a designated area, controlled by the Port Authority or its designee, in accordance with the Port Authority's rules and regulations. The Port Authority may, at its option, provide receiving and delivery services to operators in the concession area. In such event, the Lessee shall use such service for all of its deliveries to the Terminal and the Premises (including, but not limited to, delivery of goods from the Lessee's off-Airport suppliers to the on-Airport warehouse of the contractor selected by the Port Authority to provide delivery services) and no deliveries of any items shall be made by any persons or entities directly to the Premises without the prior written authorization of the Port Authority and, if so given, the Port Authority shall have the right to revoke any such authorization at any time in its sole discretion.

(2) The Lessee, in transferring any merchandise, equipment, stock or consumable items within or about the Terminals, shall only do so in full compliance with Port Authority rules, regulations and guidelines. The same may restrict the time and day of delivery or the manner of delivery, method of delivery, areas of delivery or the person or persons by whom delivery may be effected. The Port Authority may deny access or require any vehicle to be removed for failure to follow applicable rules, regulations and guidelines that may be established by the Port Authority from time to time.

(3) The Lessee shall pay as an annual "**Distribution Fee**" the sum of No Dollars and No Cents (\$0.00), per square foot of the Premises, to the Port Authority for the cost of distribution services, payable in advance as additional rent hereunder in equal, monthly installments commencing as of the Rental Payment Start Date and continuing during the balance of the term of the letting hereunder. Effective each January 1 this amount shall be adjusted to reflect the annual adjustment by the Index as described in *subsection (h)* of this *Section 55*.

(c) **Trash Removal.** The Lessee shall be solely responsible, at the Lessee's expense, for removal of trash, garbage, debris and other waste material from the Premises, on a daily basis, in a manner approved by the Port Authority, unless the Port Authority elects to provide such services. The Lessee shall contract with the Port Authority's disposal contractor at the Terminal for the disposal of its trash, garbage, debris and other waste material. In the event the Port Authority elects to provide such services, the Port Authority's costs of providing such services shall be chargeable to, and payable by, the Lessee as additional rent hereunder, on a per square foot basis represented by the square footage of the Premises and such additional rent would be due in equal,

monthly installments payable together with the Basic Rental payments to be made hereunder upon prior written notice from the Port Authority.

(d) Food Court Maintenance Fee. Intentionally Omitted.

(e) No Inspection or Audit Rights. The Lessee shall not have any inspection or audit rights of any of the Port Authority's books and records pertaining to the costs and expenses which support the fees which may be charged pursuant to this Section and the Lessee hereby expressly waives any rights, whether by statute or otherwise, to conduct any such inspection or audit.

(f) Concession Meetings. The Lessee acknowledges the benefit of regular meetings with the Port Authority or its designee to discuss matters relating to the retail plan at the Terminal, including, but not limited to, the business of the Lessee, marketing plans for the Terminals and the Lessee, traffic projections, customer service techniques and other concession-related matters. The Lessee agrees that it shall attend any meetings convened by the Port Authority or its designee to discuss such matters, whether the same be between the Lessee and the Port Authority or among multiple concessionaires and the Port Authority, and that it shall cause a member of its senior management staff to attend any and all such meetings. Similarly, the Lessee agrees to fully participate in and cooperate with the Port Authority or its designee in connection with any customer service surveys which are conducted on-site at the Terminal and not interfere with, obstruct, delay or otherwise hinder the process of taking such surveys, and further, fully participate in and cooperate in connection with training in customer service techniques and other concession-related matters that may be scheduled or arranged by the Port Authority or its designee from time to time. No compensation shall be due or paid to the Lessee for its participation or cooperation in connection with the matters described in this paragraph.

(g) Training. The Lessee covenants that it shall conduct and complete, at least on an annual basis, for itself and its employees, training with respect to customer service techniques and other concession related matters. Similarly, the Lessee agrees that its frontline sales and transaction staff shall be required to attend customer service training at least once annually if such training is offered by the Port Authority or its designee; such training to be in addition to, and not in lieu of, the Lessee's own training programs, requirements and obligations.

(h) In the event escalations are needed to items of Additional Rental during the term of the letting, the following will be the methodology used for such escalation:

(i) "Index" shall mean the Consumer Price Index for All Urban Consumers - New York-Northern New Jersey-Long Island, NY-NJ-CT (All Items, unadjusted 1982-84=100) published by the Bureau of Labor Statistics of the United States Department of Labor.

(ii) "Base Period" shall mean the calendar month of February, 2010.

(iii) "Adjustment Period" shall mean, as the context requires, the calendar month of February, 2011 and the calendar month of February in each calendar year which thereafter occurs during the term of this Agreement.

(iv) "Anniversary Date" shall mean, as the context requires, each January 1 following the Rental Payment Start Date (the "First Anniversary Date") and each anniversary of such date which thereafter occurs during the term of this Agreement.

(v) "Annual Index Increase" shall mean the percentage of increase in the Index on each Anniversary Date, equal to: (x) with respect to the First Anniversary

Date, a fraction of which the numerator shall be the Index for the Adjustment Period immediately preceding such Anniversary Date less the Index for the Base Period, and the denominator shall be the Index for the Base Period, and (y) with respect to each Anniversary Date thereafter, a fraction of which the numerator shall be the Index for the Adjustment Period immediately preceding such Anniversary Date less the Index for the next preceding Adjustment Period, and the denominator shall be the Index for such next preceding Adjustment Period (for example, the Annual Index Increase for the Anniversary Date that is January 1, 2011 would be a fraction of which the numerator is the Index for November, 2010 less the Index for November, 2009 and the denominator is the Index for November, 2009).

(vi) "Percentage Increase" shall mean, with respect to each Anniversary Date, a percentage equal to the Annual Index Increase for that Anniversary Date.

(2) Commencing on each Anniversary Date and for the period commencing with such Anniversary Date and continuing through to the day preceding the next Anniversary Date, or the expiration date of the term of the letting under this Agreement as herein amended, as the case may be, both dates inclusive, in lieu of the Additional Rental set forth herein, the Lessee shall pay escalated Additional Rental as follows:

(i) the sum obtained by adding to the item of Additional Rental set forth herein the product obtained by multiplying such Additional Rental by the Percentage Increase for such Anniversary Date, or

(ii) the item of Additional Rental payable immediately prior to such Anniversary Date including all amounts included therein as a result of prior adjustments thereof pursuant to the provisions of this paragraph.

(3) In the event the Index to be used in computing any adjustment referred to in this paragraph is not available on the effective date of such adjustment, the Lessee shall continue to pay the Additional Rental at the amount then in effect subject to retroactive adjustment at such time as the specified Index becomes available, provided, however, that the Port Authority may at its option substitute for such Index the Index for the latest preceding month then published to constitute the specified Index. In the event the United States Consumer Price Index for All Urban Consumers - New York-Northern New Jersey-Long Island, NY-NJ-CT (All Items, unadjusted 1982-84=100) shall hereafter be converted to a different standard reference base or otherwise revised or the United States Department of Labor shall cease to publish the United States Consumer Price Index for All Urban Consumers - New York-Northern New Jersey-Long Island, NY-NJ-CT (All Items, unadjusted 1982-84=100), then for the purposes hereof there shall be substituted for the Index such other appropriate index or indices properly reflecting changes in the value of current United States money in a manner similar to that established in the Index used in the latest adjustment as the Port Authority in its discretion determine.

If after an adjustment in Additional Rental shall have been fixed for any period, the Index used for computing such adjustment shall be changed or adjusted, then the rental adjustment for that period shall be recomputed and from and after notification of the change or adjustment, the Lessee shall make payments based upon the recomputed rental and upon demand shall pay any excess in the basic rental due for such period as recomputed over amounts theretofore actually paid on account of the Additional Rental for such period. If such change or adjustment results in a reduction in the Additional Rental due for any period prior to notification, the Port Authority will credit the Lessee with the difference between the Additional Rental as recomputed for that period and amounts of Additional Rental actually paid.

If any adjustment of Additional Rental referred to in this paragraph is effective on a day other than the first day of a calendar month, there shall be payable in advance on

the effective date of rental adjustment an installment of Additional Rental equal to one-twelfth (1/12th) of the increment of annual Additional Rental as adjusted multiplied by a fraction, the numerator of which shall be the number of days from the effective date of the rental adjustment to the end of the calendar month in which the rental adjustment was effective and the denominator of which shall be the number of days in that calendar month.

Section 56. Lessee's OFAC Certification

(a) The Lessee hereby represents and warrants to the Port Authority (which representations and warranties shall be deemed to be continuing and re-made at all times during the Term) that Lessee is not, and shall not become, a person or entity with whom the Port Authority is restricted from doing business under the regulations of the Office of Foreign Asset Control ("OFAC") of the United States Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001 Executive Order on Terrorist Financing Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit or Support Terrorism), or other governmental action and is not engaging, and shall not engage, in any dealings or transactions or be otherwise associated with such persons or entities. The Lessee 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 any of the foregoing representations and warranties by the Lessee, 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 the Lessee. The Lessee further acknowledges that there shall be no cure for such a breach. In the event of any such termination by the Port Authority, the Lessee shall, immediately on receipt of the Port Authority's termination notice, cease all use of and operations permitted under this Agreement and surrender possession of the Premises to the Port Authority without the Port Authority being required to resort to any other legal process. Termination on the aforescribed basis shall be deemed a termination for cause.

(b) The Lessee shall indemnify and hold harmless the Port Authority and its Commissioners, officers, employees, agents and representatives from and against any and all claims, damages, losses, risks, liabilities and expenses (including, without limitation, attorney's fees and disbursements) arising out of, relating to, or in connection with the Lessee's breach of any of its representations and warranties made under this Section. Upon the request of the Port Authority, the Lessee 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 it shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provision of any statutes respecting suits against the Port Authority.

(c) The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

Section 57. Holdover

Without in any way limiting the provisions set forth in the Sections of this Agreement entitled "*Termination*", "*Right of Re-entry*" and "*Survival of the Obligations of the Lessee*", respectively, in the event the Lessee remains in possession of the Premises (without the written consent of the Port Authority through either a written notice from the Port Authority or a written agreement between the parties) after the expiration or termination of the term of the letting Newark Currency Services, LLC/Travelx/Lease No. ANC-012

under this Agreement, as it may be extended from time to time, in addition to any damages to which the Port Authority may be entitled under this Agreement or other remedies the Port Authority may have by law or otherwise, the Lessee shall pay to the Port Authority a rental for the period commencing on the day immediately following the date of such expiration or the effective date of such termination and ending on the date that the Lessee shall surrender and completely vacate the Premises at an annual rate equal to twice the sum of (i) the annual rate of the basic rental in effect on the date of such expiration or termination, plus (ii) all items of additional rent and other periodic charges, including without limitation the percentage rental, payable with respect to the Premises by the Lessee at the annual rate in effect during the 365 day period immediately preceding such date. Nothing herein contained shall give, or be deemed to give, the Lessee any right to remain in possession of the Premises after the expiration or termination of the letting under this Agreement. The Lessee acknowledges that the failure of the Lessee to surrender, vacate and yield up the Premises to the Port Authority on the effective date of such expiration or termination will or may cause the Port Authority injury, damage or loss. The Lessee 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 Lessee hereby expressly agrees to indemnify and hold the Port Authority harmless against any such injury, damage or loss.

Section 58. Waiver of Trial by Jury

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

Section 59. Liquidated Damages

The Port Authority may assess, in its sole discretion, and Lessee shall pay within ten (10) days of written demand therefor as liquidated damages, and not as a penalty, the amounts described below for each of the events described below:

(a) If Lessee shall fail to open the Premises for business after and including the Rental Payment Start Date, then Lessee shall pay the amount of Two Hundred Fifty Dollars (\$250.00) per day for each day Lessee is not open for business. If such failure shall continue for in excess of sixty (60) days, the amount of such liquidated damages may be increased up to a maximum of Five Hundred Dollars (\$500.00) per day.

(b) If Lessee shall fail to furnish to the Port Authority any Monthly Statement or Annual Statement within the time required by this Lease, then Lessee shall pay the amount of One Hundred Dollars (\$100.00) per statement per day until such statement is properly delivered to the Port Authority for the first (1st) such failure to furnish a statement in any rolling twelve (12) month period, Two Hundred Fifty Dollars (\$250.00) per statement per day until such statement is delivered to the Port Authority for the second (2nd) such failure to furnish a statement in any rolling twelve (12) month period, and Five Hundred Dollars (\$500.00) per statement per day until such statement is delivered to the Port Authority for the third (3rd) and all subsequent failures to furnish any such statement in any rolling twelve (12) month period.

(c) If Lessee shall fail to provide the required certificate signed by the architect or engineer who sealed the Lessee's plans certifying that all of Lessee's Work, if any, has

been performed in accordance with the approved plans and specifications and/or if Lessee shall fail to provide the as-built drawings in form and number requested by the Port Authority, as required by *Section 51(b)*, within ninety (90) days of the completion of Lessee's Work, then Lessee shall pay the amount of Three Hundred Dollars (\$300.00) per day for each day that it is not delivered to the Port Authority. If such failure shall continue for a period exceeding one hundred eighty (180) days after the completion of Lessee's Work, such shall be a material default by Lessee hereunder entitling the Port Authority to all remedies available to it hereunder or at law.

(d) If Lessee shall fail to operate its business as provided in the Section of this Agreement entitled "*Various Obligations of the Lessee*", and in accordance with any other operating standards implemented by the Port Authority, then Lessee shall pay the amount of One Hundred Dollars (\$100.00) per instance per day that Lessee fails to operate its business in accordance with the terms hereof for the first (1st) violation in any rolling twelve (12) month period, and the amount of Two Hundred Dollars (\$200.00) per instance that Lessee fails to operate its business in accordance with the terms hereof for the second (2nd) and any subsequent violations in any rolling twelve (12) month period.

(e) If Lessee shall fail to adjust its prices to comply with any criteria or policies for "Street Prices" in accordance with *Sections 13(c), (d) and (e)* of the Section of this Agreement entitled "*Sales and Services by the Lessee*", then Lessee shall pay the amount of One Hundred Dollars (\$100.00) per day for each day that Lessee is not in compliance with such criteria and policies for the first (1st) violation in any rolling twelve (12) month period, and the amount of Two Hundred Dollars (\$200.00) per day for each day that Lessee is not in compliance with such criteria and policies for the second (2nd) and any subsequent violations in any rolling twelve (12) month period.

(f) If Lessee shall fail to operate its business as provided in *Section 13(f)* of the Section of this Agreement entitled "*Sales and Services by the Lessee*", then Lessee shall pay the amount of One Hundred Dollars (\$100.00) per hour for each hour Lessee fails to operate its business during any required operating hours for the first (1st) violation in any rolling twelve (12) month period, and the amount of Two Hundred Dollars (\$200.00) per hour for each hour Lessee fails to operate its business during any required operating hours for the second (2nd) and any subsequent violations in any rolling twelve (12) month period.

(g) If Lessee shall be in default of the Section of this Agreement entitled "*Signs*" relating to Lessee's use and placement of signs, then Lessee shall pay the amount of One Hundred Fifty Dollars (\$150.00) for each day of default in order to reimburse the Port Authority for the additional administrative expenses resulting therefrom.

Section 60. Amendments/Modifications

(a) Notwithstanding the provisions of paragraph (a) of the Section of this Agreement entitled "*Prohibited Acts*", paragraph (c) of the Section of this Agreement entitled "*Construction by the Lessee*" or the Section of this Agreement entitled "*Surrender*", and without limiting the generality thereof, the Lessee on the expiration or earlier termination of this Agreement shall not be required (nor permitted to remove the walls, floors or ceilings (including any heating, ventilating, air conditioning, electrical, plumbing or sprinkling equipment or systems, or kitchen exhaust flue, if any) in the Premises constructed or installed prior to the commencement of the letting, or as part of any finishing work in the Premises performed by the Lessee pursuant to the provisions of the Sections of this Agreement entitled "*Construction by the Lessee*" and "*Finishes and Decorating by the Lessee*", respectively, but the Lessee shall be required to cap all electrical and plumbing lines flush with the walls, floors and ceilings. Nothing herein shall be deemed to affect or impair the Lessee's maintenance and repair obligations during the term of the letting with respect to any of the foregoing. The Lessee on the expiration or earlier termination of the letting, including a termination

Newark Currency Services, LLC/Travelex/Lease No. ANC-012

pursuant to the Section of this Agreement entitled "*Thirty Day Termination*", shall be required to remove from the Premises leasehold trade fixtures and leasehold equipment, including without limitation, shelving, display cases, floor counters, items displaying the Lessee's trademark, trade name, trademark, trade dress, copyright or service mark, and similar installations installed by the Lessee in the Premises and to restore the Premises to the condition thereof prior to the construction or installation of such leasehold trade fixtures and equipment. In the event of a failure on the part of the Lessee to so remove and restore all or a portion of such leasehold trade fixtures and leasehold equipment, the Port Authority may do so, and the Lessee shall pay the cost thereof to the Port Authority on demand.

(b) Notwithstanding the provisions of paragraph (oo) of the Section of this Agreement entitled "*Definitions*" with respect to the definition of "*Rental Payment Start Date*", the Rental Payment Start Date shall mean the earliest to occur of the following: (a) the date Gross Receipts are first generated in or from all of the spaces comprising the Premises by the Lessee; or (b) ninety (90) days from the date the Port Authority makes available the last of the spaces comprising the Premises identified on Exhibit A-2 to the Lessee for its occupancy, such date being referred to herein as the "Date of Beneficial Occupancy"; provided, that the Rental Payment Start Date may be extended on a day for day basis equal to the actual number of days that Lessee is delayed in the performance of Lessee's Work as specified in Item 8 of Exhibit B.

(c) Notwithstanding the provisions of paragraph (j) of the Section of this Agreement entitled "*Various Obligations of the Lessee*", the first three sentences of such paragraph (j) deleted and are replaced with the following: "Airport Concession Disadvantaged Business Enterprises ("*ACDBE*"). If any member of Newark Currency Services, LLC is required to apply as an ACDBE with the Port Authority, please check here (X). Such member shall immediately take all steps necessary to obtain such certification from the Port Authority on or before the Rental Payment Start Date. If the ACDBE participant is an individual or the individual is the sole owner of Lessee, the participating ACDBE percentage, as so certified, shall not be less than one hundred percent (100%) at all times during the Term hereof. If the ACDBE participant is a member/partner of a partnership with Lessee or joint venturer of a joint venture with Lessee, the participating ACDBE percentage, as so certified, shall not be less than fifty-one percent (51%) at all times during the Term hereof. Any change in the ownership structure involving the certified ACDBE participant must be reported in writing to the Port Authority immediately and in no event later than 30 days following any such change in ACDBE ownership status."

(d) Notwithstanding the provisions of paragraph (i) of the Section of this Agreement entitled "*Various Obligations of the Lessee*" and further notwithstanding the provisions of paragraph (a) of the Section of this Agreement entitled "*Finishes and Decorations by the Lessee*", Lessee shall not be required to remediate any Hazardous Substances that were present in or adjacent to any portion of the Premises on or before the date such portion of the Premises was initially delivered by the Authority to Lessee.

Section 61. Miscellaneous

(a) **Relationship of the Parties.** Notwithstanding any other term or provision hereof, this Agreement does not constitute the Lessee as the agent or representative of the Port Authority for any purpose whatsoever. Neither a partnership nor any joint venture is hereby created.

(b) **Lessee's Rights Non-Exclusive.** Except as expressly provided herein with respect to the Premises, neither the execution of this Agreement by the Port Authority nor anything contained herein shall grant or be deemed to grant to the Lessee any exclusive rights or privileges.

(c) **Updating of Federal Requirements.** The Lessee specifically acknowledges and agrees that the Federal requirements set forth in **Schedule E** may be revised or updated from time Newark Currency Services, LLC/Travelex/Lease No. ANC-012

to time and that, accordingly, the Port Authority may from time to time, by notice to the Lessee, provide to the Lessee revised or updated forms of **Schedule E** to replace the **Schedule E** currently attached to and forming a part of this Agreement. Such replacement **Schedule E** shall, from the effective date of such notice, be deemed to constitute an integral part of this Agreement. The Lessee further specifically acknowledges that the same revision or updating of Federal requirements may occur from time to time with respect to the regulations set forth in 49 CFR Part 23 of the Department of Transportation Office of the Secretary and that the provisions of this paragraph relating to **Schedule E** shall apply equally to those set forth in **Schedule G**.

Section 62. Entire Agreement

This Agreement consists of the following: Sections 1 through 62 inclusive, plus Exhibits A-1, A-2, B, C, R, U, X, Schedule A, Schedule E and Schedule G.

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 Lessee. The Lessee 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.

**THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY**

ATTEST:

By: [Signature]
Secretary

By: [Signature]
Name: Ronald DeRose

Title: Asst. Director, CCAS
(Seal)

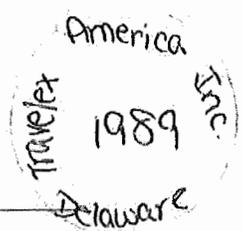
**LESSEE:
NEWARK CURRENCY SERVICES, LLC**

ATTEST:

By: [Signature]
Assistant Secretary

By: [Signature]
Name: Jordan
(Please Print Clearly)

Title: Authorized Signatory Vice President
(Seal)



By: CLS Management Services, Inc., a Member

By: [Signature]
Secretary

By: [Signature]
Name: Cynthia Shifflet

Title: President
(Seal)



ATTEST:

By: [Signature]
Secretary

LESSEE:

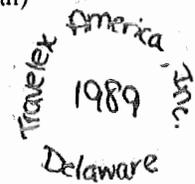
TRAVELEX AMERICA, INC.,
a Delaware corporation

By: [Signature]
Name: Jon David
(Please Print Clearly)

Title: Authorized Signatory Vice President
(Seal)

LESSEE:

CLS MANAGEMENT SERVICES, INC.,
a Virginia corporation



ATTEST:

By: [Signature]
Secretary

By: [Signature]
Name: Cynthia Shifflet
(Please Print Clearly)

Title: President
(Seal)



Port Authority Use Only:	
Approval as to Terms:	Approval as to Form:
<u>[Signature]</u>	<u>[Signature]</u>

[Signature]

EXHIBIT B

Rental, Abatement, Insurance Limits and Other Terms

Item 1: Rental Provisions:

(a) Basic Rental and Additional Rental:

(1) The Lessee shall pay to the Port Authority a basic rental (sometimes referred to herein as "**Basic Rental**" or "**MAG**") at the annual rate of One Million Six Hundred Eighty Thousand Five Hundred Dollars and No Cents (\$1,680,500.00), payable in equal monthly installments in advance on the Rental Payment Start Date and on the first day of each and every calendar month thereafter occurring during the **first Annual Period of the term** of the letting hereunder, provided, however, that if the Rental Payment Start Date shall occur on a day other than the first day of a calendar month, the monthly installment of the applicable Basic Rental, *i.e.*, MAG, payable for the portion of the calendar month in which such respective event occurs following such date shall be an amount equal to the monthly installment set forth in this subparagraph multiplied by a fraction, the numerator of which shall be the number of days from such respective event to the end of the calendar month in which such respective event occurs, and the denominator of which shall be the full number of days in that calendar month. If the date of expiration or termination of the letting hereunder occurs on other than the last day of the month, the applicable Basic Rental payable for the portion of the month in which the date of such expiration or termination shall occur during which the letting thereof remains effective shall be the amount of the monthly installment of such applicable Basic Rental set forth in this subparagraph prorated on a daily basis.

(2) The Basic Rental shall be adjusted for each subsequent Annual Period as follows: Eighty-five percent (85%) of the prior Annual Period's total Effective Rental, but in no event less than One Million Six Hundred Eighty Thousand Five Hundred Dollars and No Cents (\$1,680,500.00). "**Effective Rental**" means the annual aggregate of Basic Rental plus Percentage Rental (based on actual Gross Receipts for the prior Annual Period) required to be paid hereunder.

(b) Percentage Rental

In addition to the Basic Rental payable under paragraph (a) above, the Lessee shall pay to the Port Authority an annual "**Percentage Rental**" equivalent to the excess, over the applicable annual Basic Rental established for such Annual Period under paragraph (a) above, of the sum of the following for the same Annual Period.

(1) Six and 40/100 percent (6.40%) of all Gross Receipts up to Twenty-Eight Million Dollars (\$28,000,000.00) per Annual Period, payable monthly, inclusive of amounts payable, if any, with respect to RDAs arising during each Annual Period; plus

(2) Eight and 65/100 percent (8.65%) of Gross Receipts in excess of Twenty-Eight Million Dollars (\$28,000,000.00) per Annual Period, payable monthly, inclusive of amounts payable, if any, with respect to RDAs arising during each Annual Period.

The computation of Percentage Rental 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 and the method of calculation of Percentage Rental shall be as set forth in paragraph (d) of this Item 1.

(c) For any Annual Period which contains more or less than 365 days, the Basic

Rental shall be the amount obtained by multiplying the item by a fraction, the numerator of which shall be the number of days from the commencement of such Annual Period through the last day thereof, both dates inclusive, and the denominator of which shall be 365.

(d) Time of Payment of Percentage Rental Computations of Amounts and Accounting

(1) The Gross Receipts shall be reported and the Percentage Rental shall be paid as follows: on the 15th day of the first calendar month following the commencement of each Annual Period and on the 15th day of each and every calendar month thereafter without notice or demand, including the month following the end of each Annual Period and the calendar month following the expiration of the letting hereunder, the Lessee shall render to the Port Authority a sworn statement showing separately (by type of Gross Receipts and by sales location, if there be more than one sales location, or, if applicable, the amounts of the Percentage Rental rates applicable to the categories stated above of Gross Receipts referred to paragraph (b) of this Item 1 arising from its operations at the sales area(s) (including any interim space) of the Premises in the preceding month, or, if applicable, the Lessee shall specify separately the percentages and the results of applying each of the percentages, as provided in said provisions) and also showing such information on a cumulative basis from the date of the commencement of the same Annual Period as that for the month for which the report is made through the last day of the preceding month. Whenever any monthly statement shall show that the results of applying the provisions of paragraph (b) of this Item 1 indicate Percentage Rental on such cumulative basis to be in excess of the Basic Rental for the Annual Period for which the report is made, the Lessee shall pay to the Port Authority at the time of rendering the statement an amount equal to such excess. Further, the Lessee shall thereafter on the 15th day of each subsequent month during that Annual Period, and the month following the end of that Annual Period, including the month following the expiration of the letting hereunder, pay to the Port Authority for each such month during that Annual Period a sum equal to the amounts yielded by applying the percentages set forth in paragraph (b) of Item 1 of Exhibit B and without reference to the monthly installment of the Basic Rental.

(2) Upon any termination of the letting hereunder (even if stated to have the same effect as expiration), Gross Receipts shall be reported and Percentage Rental shall be paid on the 15th day of the first month following the month in which the effective date of such termination occurs, as follows. The Lessee shall render to the Port Authority a sworn statement of all Gross Receipts for the Annual Period in which the effective date of termination falls showing separately (by type of Gross Receipts and by sales location, if there be more than one sales location) the cumulative amount of the different types of Gross Receipts set forth in paragraph (b) of this Item 1 and separately showing the percentages and the results of applying the percentages as stated in said provisions applicable to each of such different types and amounts of Gross Receipts. The payment then due on account of Percentage Rental for the Annual Period in which the effective date of termination falls shall be the excess of the Percentage Rental computed as set forth in the following sentence, over the total of all Percentage Rental payments previously made for such Annual Period. The Percentage Rental due for any such Annual Period in which the effective date of termination falls shall be equal to the excess, over the prorated Basic Rental established for such Annual Period pursuant to the proration provisions set forth in paragraph (c) of this Item 1, of the amount resulting from applying the provisions of paragraph (b) of this Item 1 to the cumulative amount of the different types of Gross Receipts arising during such Annual Period in accordance with the formula set forth in paragraph (b) of this Item 1, adjusted pursuant to the proration provisions set forth in paragraph (c) of this Item 1.

(e) Abatement

(1) For every calendar day or major fraction thereof that the Lessee shall be entitled to abatement during the period commencing on the commencement date of the term of the letting hereunder and continuing through the expiration of said term of the letting hereunder, the

Basic Rental established for such period shall be reduced (abated) by the product of the MAG multiplied by a fraction the numerator of which shall be the number of square feet of floor space as to which the abatement applies and the denominator of which shall be the total number of square feet in the Premises.

(2) For the purpose of abatement, the ascertainment of the number of square feet contained in the Premises to be measured shall be in accordance with the following: Areas of the Premises and parts thereof will be computed by measuring from the inside plaster surface of outer building walls to the plaster surface of the corridor side of corridor partitions and to the center of partitions that separate the Premises from adjoining rentable area: no deduction will be made for columns, pilasters, or projections necessary to the building or for toilets, porter's closets, and slop sinks used exclusively by the Lessee and contained within the Premises. Permanent partitions enclosing elevator shafts, stairs, fire towers, vents, pipe shafts, meter closets, flues, stacks, and any vertical shafts have the same relation to rentable area, as do outer building walls.

(3) Nothing contained in this Item 1 shall affect the survival of the obligations of the Lessee as set forth in the Section of this Agreement entitled "*Survival of the Obligations of the Lessee*".

Item 2: Liability Insurance Limits:

The Lessee in its own name as insured with the Protected Indemnitees as additional insureds shall maintain liability insurance coverage referred to in paragraph (b) of the Section of this Agreement entitled "*Indemnity; Liability Insurance*" in not less than the following minimum limits:

	<u>Minimum Limits</u>
Commercial General Liability: Combined single limit per occurrence for death, bodily injury and property damage liability (including premises operations, completed operations, and products liability)	\$2,000,000
Commercial Automobile Liability: Combined single limit per occurrence for death, bodily injury and property damage liability	Not Applicable
Liquor Liability	Not Applicable

Item 3: Not Applicable

Item 4: Construction:

Per Section of this Agreement entitled "*Finishing and Decorating by the Lessee*"

Item 5: Construction Liability Limits:

The limits of liability insurance shall not be lower than those set forth in the Alteration Application referred to in the Section of this Agreement entitled "*Finishing and Decorating by the Lessee*".

Item 6: Cost and Proration Thereof:

(a) The sum of the following items of cost incurred by the Lessee in connection with the performance of the Lessee's Work shall constitute the "cost" under the Section of this

Agreement entitled "*Finishes and Decorating by the Lessee*" and under subdivisions (b), (c), (d), (e), (f), and (g) hereof, to the extent that such characterization is consistent with sound accounting practice and to the extent that such sum does not exceed the amount of Eight Hundred Eighty-Five Thousand Dollars and No Cents (\$885,000.00) in the aggregate with respect to both the initial and refurbishment capital investments.

- (1) Direct labor and material costs;
- (2) Contract costs for purchase and installation of improvements, fixtures and equipment, excluding those of the types mentioned in the following subdivision (3);
- (3) Engineering, architectural, planning, designing, financing, interest, insurance, and other overhead or carrying charges which are due for a period ending not later than the date of completion of installation of any such initial equipment, fixtures, or improvements for which they are incurred, and not to exceed twenty percent (20%) of the total of the amounts covered by subdivisions (1) and (2) above.

(b) A statement of the cost detailing all of the foregoing, including copies of invoices and contracts and certified by a responsible officer of the Lessee shall be delivered by the Lessee to the Port Authority not later than ninety (90) days after the complete supplying and installing of all such initial fixtures or equipment and the making of all such initial improvements, and the Lessee shall permit the Port Authority, by its agents, employees, and representatives, at all reasonable times prior to a final settlement or determination of cost, to examine and audit the records and books of the Lessee and any Affiliate thereof which pertain to the cost; the Lessee agrees to keep and to cause its Affiliates to keep such records and books of account within the Port of New York District during such time.

(c) If the Lessee includes in cost any item as having been incurred, but which, in the opinion of the Port Authority, was not so incurred or which, in the opinion of the Port Authority, if so incurred is not an item properly chargeable to cost under sound accounting practice, then the Port Authority, within ninety (90) days after receipt of the said statement of cost as mentioned in subdivision (b) above, shall give written notice to the Lessee stating its objection to any such item and the grounds therefor. If such notice is given and if the dispute is not settled within thirty (30) days by agreement between the parties, then such dispute shall be disposed of by arbitration in accordance with the then existing rules of the American Arbitration Association or any successor organization. Costs of said arbitration shall be borne equally by the Port Authority and the Lessee.

(d) In any such arbitration as to whether any item included by the Lessee in its computation of cost has been incurred, the question to be submitted to the arbitrators for decision shall be as follows:

"Was all or any part of such cost incurred by the Lessee; and if part, but not all of such cost was incurred, what was the amount which was so incurred?"

(e) Any such arbitration as to whether any item included by the Lessee in its computation of cost is properly chargeable thereunder under sound accounting practice, the question to be submitted to the arbitrators for decision shall be as follows:

"Can it reasonably be held that all or any part of such cost is properly chargeable under sound accounting practice; and if part, but not all of such cost can be reasonably held to be so chargeable, then what amount can reasonably be held to be so chargeable?"

The arbitrators to whom such question(s) shall be submitted (under the preceding paragraphs (d) and (e)) shall be accountants or auditors.

(f) The proration of cost as referred to in the Section entitled "*Finishes and Decorating by the Lessee*" shall be ascertained by multiplying the cost by a fraction, the numerator of which shall be the number of whole calendar months (in the term of the letting as originally set forth) subsequent to the effective date of termination, and the denominator of which shall be the total number of months in the term of the letting as originally set forth.

(g) Notwithstanding any other provision of the Section of this Agreement entitled "*Finishes and Decorating by the Lessee*", in ascertaining the amount that the Port Authority shall be obligated to pay to the Lessee under said Section, the cost computed as heretofore stated in this Item shall be diminished by the amount that any part of the components of cost as stated in subdivisions (1), (2), and (3) of paragraph (a) above are secured by liens, mortgages, other encumbrances, or conditional bills of sale on such equipment, fixtures, and improvements and less any other amounts whatsoever due under this Agreement from the Lessee to the Port Authority. In no event whatsoever shall cost, as defined and computed in accordance with this Item and as used in the above-cited Section and in this Item, include any expenses, outlays, or charges whatsoever by or for the account of the Lessee for or in connection with any equipment or fixtures or the making of any improvements mentioned in said Section or in this Item unless said equipment, fixtures, and/or improvements are actually and completely installed in and/or made to the Premises and, in accordance with law unaffected by any act or statement of the Lessee, are considered part of the Premises.

Item 7: Performance Bond: Not applicable.

Item 8: Letting Postponed: Notwithstanding anything to the contrary set forth in this Agreement, in the event the Lessee is delayed in the performance of Lessee's Work following the initial delivery of any portion of the Premises due to the remediation by the Port Authority of any pre-existing Hazardous Substances which were present in or about the Premises, then Lessee shall have a day for day extension to complete Lessee's Work equal to the number of days that Lessee was so delayed, then Lessee shall have a day for day extension to complete Lessee's Work equal to the number of days that Lessee was so delayed. The period of delay with respect to Item 8(a) shall be calculated from the day in which Lessee is instructed to cease Lessee's Work by the Port Authority to the day in which Lessee is given the clearance to resume Lessee's Work by the Port Authority following the Port Authority's receipt of the proper certification from the certified abatement contractor in accordance with standard policies and procedures in effect for the Terminal. In the event of any such delays, the Port Authority shall send Tenant a confirmation letter setting the actual Rental Payment Start Date making due allowance for such delays and expiration of the Term of this Agreement.

OTC
For the Port Authority

Initialed:

[Signature]
For the Lessee

EXHIBIT X

EVIDENCE OF SIGNED LABOR PEACE AGREEMENT

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

FOR THE COMPANY:

[Insert Name of Company]

BY: _____

DATE: _____

FOR THE UNION:

[Insert Name of Labor Organization]

BY: _____

DATE: _____

SCHEDULE A

Initial list of products

Services Provided

Foreign Currency Exchange	
Sell Transactions	
Buy Transactions	
Buy Back Policy	
Currency Return Guarantee	
	If a customer exchanges \$650 or more, any returned currency can be exchanged with no service fee
Preferred Exchange Rate	
	If a customer exchanges \$1,000 or more, the exchange rate is reduced by 2%
Other	
Cash Passport (stored value card)	
Western Union Money Wires	
Travel Insurance	
Cash Advances on Credit Cards	
Pre-paid Phone Cards	
Change Making Services	
Foreign Currency ATMs	

SCHEDULE E

AFFIRMATIVE ACTION – EQUAL OPPORTUNITY – MINORITY BUSINESS ENTERPRISES – WOMEN-OWNED BUSINESS ENTERPRISES REQUIREMENTS

Part I. Affirmative Action Guidelines – Equal Employment Opportunity

I. As a matter of policy, the Port Authority hereby requires the Lessee and the Lessee shall require the Contractor, as hereinafter defined, to comply with the provisions set forth hereinafter in this Schedule E with the Lessee (as defined in the Agreement to which this Schedule E is attached). The provisions set forth in this Part I are similar to the conditions for bidding on federal government contract adopted by the Office of Federal Contract Compliance and effective May 8, 1978.

The Lessee, as well as each bidder, contractor, and subcontractor of the Lessee and each subcontractor of a contractor at any tier of construction (herein collectively referred to as the "Contractor") must fully comply with the following conditions set forth herein as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "Bid Conditions"). The Lessee 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. The Lessee shall likewise require the Contractor to commit itself to the said goals for minority and female utilization set forth below and all other requirements, terms, and conditions of the Bid Conditions by submitting a properly signed bid.

II. The Lessee and the Contractor shall each appoint an executive of its company to assume the responsibility for the implementation of the requirements, terms, and conditions of the following Bid Conditions:

(a) The goals for minority and female participation expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work are as follows:

(1) Minority participation

Minority, except laborers	30%
Minority, laborers	40%

(2) Female participation

Female, except laborers	6.9%
Female, laborers	6.9%

These goals are applicable to all the Contractor's construction work performed in and for the Premises.

The Contractor's specific affirmative action obligations required herein of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make good faith efforts to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract. Compliance with the goals will be measured against the total work hours performed.

(b) The Contractor shall provide written notification to the Lessee and the Lessee shall provide written notification to the Manager of the Office of Business and Job Opportunity of the Port Authority within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

(c) As used in these specifications:

(1) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

(2) "Minority" includes:

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

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

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

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

(d) Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the construction work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 those provisions which include the applicable goals for minority and female participation.

(e) The Contractor shall implement the specific affirmative action standards provided in subparagraphs (1) through (16) of Paragraph (h) hereof. The goals set forth above are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the Premises. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

(f) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations hereunder.

(g) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(h) The Contractor shall take specific affirmative actions to ensure equal employment opportunity ("EEO").

The evaluation of the Contractor's compliance with these provisions shall be based upon its good faith efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each Phase of the construction project. The Contractor shall specifically ensure that all foremen, superintendents,

and other supervisory personnel at the Premises are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at the Premises.

(2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

(4) Provide immediate written notification to the Lessee when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and training programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (2) above.

(6) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the Contractor's newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the Contractor's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least every six months, the Contractor's EEO policy and affirmative action obligations hereunder with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decision, including specific review of these items with on-Premises supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at the Premises. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations and to State-certified minority referral agencies serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the Premises and in areas of a Contractor's workforce.

(11) Tests and other selecting requirements shall comply with 41 CFR Part 60-3.

(12) Conduct, at least every six months, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations hereunder are being carried out.

(14) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least every six months, of all supervisors' adherence to and performance under the Contractors' EEO policies and affirmative action obligations.

(i) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (subparagraphs (1)-(16) of Paragraph (h) above). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraph (h) hereof provided that: the Contractor actively participates in the group, makes good faith efforts to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes good faith efforts to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.

(j) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation hereof if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation hereof if a specific minority group of women is underutilized).

(k) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

(l) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

(m) The Contractor shall carry out such sanctions and penalties for violation of this clause including suspension, termination and cancellation of existing subcontracts as

may be imposed or ordered by the Lessee. Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof.

(n) The Contractor, in fulfilling its obligations hereunder shall implement specific affirmative actions steps, at least as extensive as those standards prescribed in paragraph (h) hereof so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of these provisions, the Lessee shall proceed accordingly.

(o) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanical apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work is performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(p) Nothing herein provided shall be construed as a limitation upon the application of any laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(q) Without limiting any other obligation, term or provision under the Agreement, the Contractor shall cooperate with all federal, state or local agencies established for the purpose of implementing affirmative action compliance programs and shall comply with all procedures and guidelines established or which may be established by the Port Authority.

PART II.

MINORITY BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESS ENTERPRISES

As a matter of policy the Port Authority requires that Lessee and the Lessee shall itself and shall require the general contractor or other construction supervisor and each of the Lessee's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the construction work pursuant to the provisions of this Schedule E. For purposes hereof, "Minority Business Enterprise" "(MBE)" shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purpose hereof, "Women-owned Business Enterprise" "(WBE)" shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by women and such ownership is real, substantial and continuing. A minority shall be as defined in paragraph II(c) of Part I of this Schedule E. "Meaningful participation" shall mean that at least seventeen percent (17%) of the total dollar value of the construction contracts (including subcontracts) covering the construction work are for the participation of Minority Business Enterprises and Women-owned Business Enterprises, of which at least twelve percent (12%) are for the participation of Minority Business Enterprises. Good faith efforts to include meaningful participation by MBEs and WBEs shall include at least the following:

(a) Dividing the work to be subcontracted into smaller portions where feasible.

(b) Actively and affirmatively soliciting bids for subcontracts from MBEs and WBEs, including circulation of solicitations to minority and female contractor associations. The Contractor shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation in the work, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venturer or subcontractor, the reason for such decision.

(c) Making plans and specifications for prospective construction work available to MBEs and WBEs in sufficient time for review.

(d) Utilizing the list of eligible MBEs and WBEs maintained by the Port Authority or seeking minorities and women from other sources for the purpose of soliciting bids for subcontractors.

(e) Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors, where appropriate, to insure that the Lessee 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 Port Authority. If the Contractor wishes to utilize a firm not already certified by the Port Authority, it shall submit to the Port Authority a written request for a determination that the proposed firm is eligible for certification. This shall be done by completing and forwarding such form as may be then required by the Port Authority. All such requests shall be in writing addressed to the 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 or such other address as the Port Authority may specify by notice to the Lessee. Certification shall be effective only if made in writing the Director in charge of the Office of Business and Job Opportunity of the Port Authority. The determination of the Port Authority shall be final and binding.

The Port Authority has compiled a list of the firms that the Port Authority has determined satisfy the criteria for MBE and WBE certification. This list may be supplemented and revised from time to time by the Port Authority. Such list shall be made available to the Contractor upon request. The Port Authority makes no representation as the financial responsibility or such, firms, their technical competence to perform, or any other performance-related qualifications.

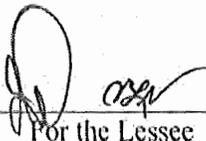
Only MBE's and WBE's certified by the Port Authority will count toward the MBE and WBE goals.

Please note that only sixty percent (60%) of expenditures to MBE or WBE suppliers will count towards meeting the MBE and WBE goals. However, expenditures to MBE or WBE manufacturer's (i.e., suppliers that produce goods from raw materials or substantially alter them before resale) are counted dollar for dollar.



For the Port Authority

Initialed:



For the Lessee

SCHEDULE G

Airport Concession Disadvantaged Business Enterprise ("ACDBE") Participation

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

The overall ACDBE goal is a key element of the Port Authority's concession program and Lessee shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. The Concessionaire commits to making good faith efforts to achieve the ACDBE goal. Pursuant to 49 CFR 23.25(f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership, management and operation of the concession or the ownership, management and operation of specific concession locations through subleases. The Port Authority will also consider participation through (1) joint venture in which ACDBEs control a distinct portion of the joint venture business and/or purchase of goods and services from ACDBEs. In connection with the aforesaid good faith efforts, as to those matters contracted out by the Concessionaire in its performance of this agreement, the Concessionaire shall use, to the maximum extent feasible and consistent with the Concessionaire's exercise of good business judgment including without limit the consideration of cost competitiveness, a good faith effort to meet the Port Authority's goals. Information regarding specific good faith steps can be found in the Port Authority's ACDBE Program located on its above-referenced website. In addition, the Concessionaire shall keep such records as shall enable the Port Authority to comply with its obligations under 49 CFR Part 23 regarding efforts to offer opportunities to ACDBEs.

Qualification as an ACDBE

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

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

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

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

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

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

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

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

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

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

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

General

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



For the Port Authority

Initialed:



For the Lessee

For the Port Authority

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

On the 21st day of JANUARY in the year 2011, before me, the undersigned, a Notary Public in and for said state, personally appeared RONALD DE ROSE personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Gail E. Mitchell
(notary seal and stamp)

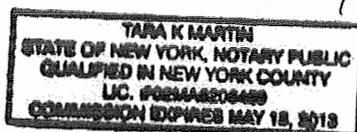
GAIL E. MITCHELL
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MI6026210
Qualified in Queens County
My Commission Expires June 14, 2011

For the Lessee

STATE OF New York)
)ss.:
COUNTY OF New York)

On the 12th day of March in the year 2010, before me, the undersigned, a Notary Public in and for said state, personally appeared JOHN D'AMICO personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Tara K. Martin
(notary seal and stamp)
Tara Martin



For the Lessee (Travellex)

STATE OF New York)
COUNTY OF New York) ss.:

On the 17th day of March in the year 2010, before me, the undersigned, a Notary Public in and for said state, personally appeared Jon Dario personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Tara Martin
(notary seal and stamp)
Tara Martin

For the Lessee (CLS Management)

STATE OF Virginia)
COUNTY OF Fairfax) ss.:

On the 5th day of April in the year 2010, before me, the undersigned, a Notary Public in and for said state, personally appeared Cynthia L. Shufflett personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Nancy I. Razzino
(notary seal and stamp)
NANCY I. RAZZINO

SUBLEASE AGREEMENT

NEWARK INTERNATIONAL AIRPORT

by and between

BAA NEWARK, INC.

and

TRAVELEX AMERICA, INC.

TABLE OF CONTENTS

	<u>Page</u>
1. DEFINITIONS AND INTERPRETATIONS	1
1.1 <u>Definitions</u>	1
1.2 <u>Interpretation</u>	6
1.3 <u>Incorporation of Exhibits</u>	7
1.4 <u>Listing of Non - Monetary Submittals</u>	7
2. SUBLEASE OF PREMISES AND TERM	7
2.1 <u>Sublease of Premises; Exclusivity; Addition and Deletion of Space</u>	7
2.2 <u>Sublease Term/Termination Rights</u>	8
2.3 <u>Use of Premises; Prohibited Uses</u>	10
2.4 <u>Ingress and Egress</u>	10
2.5 <u>No Warranty of Condition or Suitability</u>	11
2.6 <u>Quiet Enjoyment of Premises</u>	11
2.7 <u>Regular Meetings</u>	11
2.8 <u>Consumer Research Surveys</u>	11
3. SUBTENANT IMPROVEMENTS	11
3.1 <u>Shell and Core</u>	11
3.2 <u>Subtenant's Improvement Obligations</u>	12
3.3 <u>Investment in Fixed Improvements</u>	14
3.4 <u>Plans and Specifications</u>	14
3.5 <u>Correction of Work</u>	15
3.6 <u>Ownership of Subtenant Improvements</u>	15
3.7 <u>Prevailing Wage</u>	15
3.8 <u>Pre-Construction Deposit [TO BE ADDED IF APPLICABLE]</u>	16
4. RENT.....	16
4.1 <u>Rent</u>	16
4.2 <u>Rent Adjustment</u>	16
4.3 <u>Price Index Adjustment</u>	17
4.4 <u>Time and Place of Payments</u>	17
4.5 <u>Delinquent Rentals</u>	17
4.6 <u>Maintenance of Records of Gross Concession Revenue</u>	17

TABLE OF CONTENTS

	<u>Page</u>
4.7 <u>Inspections and Audits of Records</u>	19
4.8 <u>Weekly and Monthly Reports</u>	19
4.9 <u>Annual Report</u>	20
4.10 <u>No Setoffs or Deductions</u>	20
4.11 <u>Promotion Fees</u>	21
5. REPRESENTATIONS AND WARRANTIES.....	21
5.1 <u>Representations and Warranties by BAAN</u>	21
5.2 <u>Representations and Warranties by Subtenant</u>	21
6. SERVICES PROVIDED BY BAAN.....	22
6.1 <u>Utilities</u>	22
6.2 <u>Interruption of Services</u>	22
7. OBLIGATIONS OF SUBTENANT.....	23
7.1 <u>Implementation of Concession Program</u>	23
7.2 <u>Subordination and Attornment</u>	23
7.3 [Additional Provisions for Food/Beverage Subtenants]	23
7.4 <u>Street Pricing</u>	24
7.5 <u>2000 Clause</u>	25
7.6 <u>Management</u>	25
7.7 <u>Operating and Maintenance</u>	26
7.8 <u>Minimum Capital Investment/Refurbishment</u>	28
7.9 <u>Trash Removal</u>	29
7.10 <u>Signage and Advertising</u>	29
7.11 <u>Nondiscrimination</u>	30
7.12 <u>[RESERVED]</u>	34
7.13 <u>Observance of Statutes</u>	34
7.14 <u>Mechanic's Liens</u>	34
7.15 <u>Payment of Taxes</u>	35
7.16 <u>Performance by BAAN</u>	35
7.17 <u>Deliveries</u>	35
7.18 <u>Affirmative Action</u>	36

TABLE OF CONTENTS

	<u>Page</u>
8. INDEMNIFICATION AND INSURANCE	40
8.1 <u>Indemnification</u>	40
8.2 <u>Insurance Required by Subtenant</u>	42
8.3 <u>Settlement and Payment of Claims</u>	43
8.4 <u>Failure to Insure</u>	44
8.5 <u>Prohibition on Acts Affecting Insurance Coverage</u>	44
8.6 <u>Waiver of Subrogation</u>	44
8.7 <u>Waiver of Claim</u>	44
9. EXPIRATION OF TERM AND TERMINATION BY SUBTENANT.....	45
9.1 <u>Expiration</u>	45
9.2 <u>Termination by Subtenant</u>	45
10. TERMINATION OF SUBLEASE BY BAAN.....	45
10.1 <u>Events of Default</u>	45
10.2 <u>Remedies of BAAN on Default</u>	47
10.3 <u>Liquidated Damages for Failure to Operate Premises or Make Timely Reports</u>	48
10.4 <u>No Remedy Exclusive</u>	48
10.5 <u>No Waiver</u>	48
10.6 <u>Surrender of Possession</u>	49
10.7 <u>Holding Over</u>	49
10.8 <u>Commencement of Action</u>	49
10.9 <u>Agreement to Pay Attorneys' Fees and Expenses</u>	50
10.10 <u>No Duty to Mitigate Damages</u>	50
10.11 <u>Guarantor</u>	50
10.12 <u>Condemnation</u>	50
10.13 <u>Relocation</u>	50
10.14 <u>Casualty</u>	51
11. ASSIGNMENT AND SUBLETTING	51
11.1 <u>No Assignment, Sublease or Encumbrances by the Subtenant</u>	51
11.2 <u>Mergers and Consolidations by the Subtenant</u>	52

TABLE OF CONTENTS

	<u>Page</u>
12. GENERAL PROVISIONS	52
12.1 <u>Non-Interference with Operation of Airport</u>	52
12.2 <u>Certain Rights Reserved by BAAN and on Behalf of Port Authority</u>	52
12.3 <u>License Fees and Permits</u>	53
12.4 <u>Applicable Law</u>	53
12.5 <u>Relationship of Parties</u>	54
12.6 <u>Binding Effect</u>	54
12.7 <u>Agreement Contains All Terms</u>	54
12.8 <u>City of Newark's Title</u>	54
12.9 <u>Partial Invalidity</u>	54
12.10 <u>Force Majeure</u>	54
12.11 <u>Estoppel Certificate</u>	55
12.12 <u>Notices</u>	55
12.13 <u>Exoneration of Individuals</u>	55
12.14 <u>Broker</u>	56
12.15 <u>Hazardous Waste</u>	56
12.16 <u>Non-Recordation</u>	57
12.17 <u>Good Faith and Fair Dealing</u>	57
12.18 <u>Deemed Disapproval</u>	57
12.19 <u>Processing Fee</u>	57

THIS SUBLEASE AGREEMENT (the "Agreement") is made and entered into as of this _____ day of _____, 2000, by and between BAA NEWARK, INC., a Delaware corporation with its principal office at Newark International Airport, Terminal B, Newark, New Jersey 07114-3783 ("BAAN"), and _____, a _____ with its principal office at _____ qualified (in the case of a corporation or partnership) to do business in the State of New Jersey (the "Subtenant").

RECITALS

A. The Port Authority of New York and New Jersey ("Port Authority") operates the Newark International Airport (the "Airport") and has the power to grant rights and privileges with respect thereto; and

B. The Port Authority has determined that certain portions of the Airport within Terminals A and B shall be used for food and beverage, retail and service facilities designed to serve the needs of Airport patrons and employees; and

C. The Port Authority has determined to strive to meet the needs and desires of Airport users by arranging for the provision of first-class food, beverage and retail and services facilities comparable to first-class specialty retail projects in major United States urban areas; and

D. Pursuant to an Agreement of Lease ("Master Lease"), the Port Authority has appointed BAAN as its master lessee developer in respect of certain portions of Terminals A and B at the Airport; and

E. BAAN wishes to sublease certain Premises to the Subtenant to provide [food and beverage] [retail] [service] facilities to Airport patrons and employees; and

F. The Subtenant desires to sublease from BAAN the Premises for the purpose of providing [food and beverage] [retail] [service] facilities to Airport patrons and employees on the terms and conditions set out below.

AGREEMENT

In consideration of the mutual covenants and considerations herein contained, BAAN and the Subtenant, intending to be legally bound hereby, agree and covenant as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In addition to the terms defined elsewhere in this Agreement, the following terms, for the purposes of this Agreement, shall have the meanings set forth below:

"Additional Rents" means the rent calculated as a percentage of Gross Concession Revenue in accordance with the formula described in Section 4.1 hereof.

"Affiliate of Subtenant" means (a) any individual, corporation, partnership, trustee, administrator, executor or other legal entity that directly or indirectly owns or controls, or is owned or

controlled by, or is under common ownership or control with the Subtenant; or (b) any legal entity in which Subtenant, or any general partner of Subtenant or any shareholder owning greater than 10% of the voting shares of Subtenant, has an ownership interest greater than 25%.

"Agreement" means this Sublease Agreement.

"Airport" means the Newark International Airport.

"Annual Report" means a report and statement of Gross Concession Revenue and Gross Income generated on, at or from the Premises for any Sublease Year, which shall specify in detail in accordance with the Annual Report requirements set forth in this Agreement, all Gross Concession Revenue and shall be accompanied by the opinion of an independent certified public accounting firm acceptable to BAAN, and shall be acknowledged by an officer of Subtenant as being accurate and complete based on such officer's examination of the books, accounts and records of Subtenant. The Annual Report for the first full Sublease Year shall include the required information for any Initial Partial Sublease Year (as hereinafter defined) as well. If there is an Ending Partial Sublease Year, a separate accounting shall be provided, so as not to delay the preparation of the Annual Report for the last full Sublease Year.

"BAAN's Architect" shall mean the firm appointed from time to time by BAAN to prepare the plans and specifications for the Premises or such other licensed architect or firm of architects selected by BAAN in connection with any other matters arising under this Agreement.

"Bankruptcy Code" means 11 U.S.C. § 101 et seq. or any successor statute thereto.

"Base Price Index" means the Price Index published for the first full calendar quarter of the Sublease Term.

"Commencement Date" means the date on which BAAN notifies Subtenant that the Plans and Specifications for Subtenant finish work by Subtenant have been approved.

"Construction Costs" means the total amount paid by Subtenant for labor, services, materials and supplies, including any capitalized interest costs used in the design, development and construction of the Subtenant Improvements, including reasonable fees (provided, however, that such fees shall not exceed 20% of the amount of such Construction Costs) paid to architects, designers, engineers, surveyors, construction managers, and other professionals and consultants, but excluding, with limitation, (i) the costs associated with negotiating this Agreement, (ii) marketing costs and fees, and (iii) franchise fees.

"Construction Manager" shall mean the firm which may be appointed from time to time by BAAN and which is responsible for management of the construction of the Subtenant Improvements.

"Date of Beneficial Occupancy" means the earlier of the date Subtenant opens for business in the Retail Premises or the date which is sixty (60) days after the Commencement Date, provided that Subtenant has had reasonable access to the Premises to complete the Subtenant Improvements during such sixty (60) day period.

"DBE" and "DBEs" shall have the meaning set forth below under Disadvantaged Business Enterprise.

"Design and Construction Schedule" means the detailed schedule of key development dates consistent with the prime periods and schedule set forth on Exhibit I attached hereto.

"Director of Aviation" means the Director of the Department of Aviation of the Port Authority, as from time to time appointed by the Port Authority, or any successor or successors to the duties of such official.

"Disadvantaged Business Enterprise" or "DBE" means an entity meeting the definition of disadvantaged business as defined in US Department of Transportation Regulations Title 49, Code of Federal Regulations, Part 23, and meeting the requirements specified herein.

"Employment Regulations" means Title 49, Code of Federal Regulations, Part 21.

"Environmental Laws" means, collectively, all federal, state and local environmental, safety or health laws and ordinances and rules of common law, including but not limited to the Occupational Safety and Health Act of 1970, as amended (20 USC § 651 *et seq.*), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC § 9601 *et seq.*), the Hazardous Materials Transportation Act (49 USC § 1081 *et seq.*), the Resource Conservation and Recovery Act (42 USC § 6901 *et seq.*), the Clean Air Act (42 USC § 7401 *et seq.*), the Safe Drinking Water Act (42 USC §§ 300f-300j), and the Federal Water Pollution Control Act (33 USC §§ 1251-1387), as any of the foregoing may hereafter be amended, any rule of regulation pursuant thereto, and any other present or future law, ordinance, rule, regulation, permit or permit condition, order or directive addressing environmental, health, or safety issues of or by the federal government, or any state or other political subdivision thereof, or any agency, court or body of the federal government, or any state or other political subdivision thereof, exercising executive, legislative, judicial, regulatory or administrative functions.

"Event of Default" means any event described in Section 10.1.

"FAA" means the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any successor agency thereto.

"Fixed Improvements" means any article which has been so annexed to the Premises that it cannot be removed without material injury to the Premises or any portion thereof. Fixed Improvements shall not include, for example, furniture, trade fixtures, equipment or other personal property, which may be removed from the Premises without material injury to the Premises.

"Fixed Improvements Costs" means the costs of Subtenant's Fixed Improvements as determined by Subtenant's Unamortized Capital Investment.

"GAAP" means generally accepted accounting principles consistently applied.

"Gross Concession Revenue" means all revenue of every kind and nature derived by the Subtenant from the operation of the Premises during a specified period whether for cash or credit, without any deduction for credit card discounts, and whether the same shall be paid or unpaid, including without limitation, all service charges, restaurant receipts, concession receipts, space rentals and/or rent adjustments, excluding only:

- a) sales or excise taxes stated separately and collected from a customer for remittance to a taxing authority;
- b) interest on Subtenant bank accounts;
- c) proceeds from the financing of a Subtenant's operations, or any part thereof;

- d) insurance proceeds, dividends, audit return premiums and retrospective rating adjustments received from any insurance policies pertaining to physical loss or damage to the Premises or any part thereof;
- e) condemnation awards or payments received in lieu of condemnation of the Premises or any part thereof;
- f) discounts on sales to Subtenant's employees, provided the total amount of this exclusion in any Sublease Year shall be limited to one percent (1%) of Gross Concession Revenue; and
- g) any trade discounts, refunds and rebates received in connection with the purchase of personal property.

Gross Concession Revenue shall include all orders, including, without limitation, all orders by means of mail, electronic, telephonic, video, computer or other technology-based system, whether now existing or developed in the future, that are made or taken from the Premises, whether or not filled at the Premises and such other orders received or filled at or from the Premises, all deposits not refunded to purchasers, and all orders taken in and from the Premises, whether or not such orders are filled elsewhere. Each sale made upon installment or credit shall be treated as a sale for the full price in the month during which such sale shall be made, irrespective of the time when any payment is received. No deduction from Gross Concession Revenue shall be allowed for uncollected or uncollectible credit accounts.

"Minimum Base Rent" means the amount payable per month as specified at Section 4.1 below.

"Permitted Retail Operations" means those [food and beverage sales], [retail sales services] [duty-free sales] identified on Exhibit D attached hereto and made a part hereof, which the Subtenant shall carry out from the Premises.

"Plans and Specifications" means the plans and specifications for the construction of Subtenant Improvements and the development of the Premises, as prepared by Subtenant's Architect and approved by BAAN and the Port Authority.

"Port Authority" means the Port Authority of New York and New Jersey, a body corporate and politic, established by Compact between the States of New Jersey and New York with the consent of the Congress of the United States of America.

"Premises" means the Retail Premises and the Storage Premises, all as more particularly designated on Exhibit E attached hereto and made a part hereof. The areas of the Retail and/or Storage Premises shall be verified by way of a certified statement of same from BAAN's architect.

"Price Index" shall mean the Consumer Price Index, All Urban Consumers (U.S. City Average) as compiled by the Bureau of Labor Statistics, United States Department of Labor, which became effective January, 1978. If such Price Index should in the future be compiled on a different basis, appropriate adjustments will be made for purposes of computations. If the United States Department of Labor no longer compiles and publishes such Price Index, any comparable index published by any other branch or department of the federal government shall be used for the purpose of computing the adjustments herein provided for, and if no such index is compiled and published by any branch of the federal government, the statistics reflecting cost of living changes, as compiled by an institution, organization or individual, generally recognized as an authority by financial and insurance institutions shall be used as a basis for such adjustments. "Base Price Index" shall mean the Price Index value for the month in which this Agreement is executed.

"Rent" means Minimum Base Rent, Additional Rent and any other sums payable by Subtenant to BAAN pursuant to this Agreement.

"Retail Premises" means the [separate assigned concession spaces known as Retail Space _____] [area delineated as Retail Premises on Exhibit E attached hereto and made a part hereof, which includes approximately _____ square feet of concession space, as may be increased or decreased during the term of, and pursuant to, this Agreement].

"Shell and Core" means the work to be performed by BAAN to the extent set forth on Exhibit B attached hereto.

"State" means the State of New Jersey.

"Storage Premises" means the area delineated as Storage Premises on Exhibit E attached hereto and made a part hereof, [which includes approximately [_____] square feet of storage space], which may be increased or decreased during the term of, and pursuant to, this Agreement, and which may be shared with other Subtenants of BAAN.

"Sublease Term" means the period of time commencing on the execution of this Agreement and continuing through the Date of Beneficial Occupancy and the Initial Partial Sublease Year (if any, as hereinafter defined) plus [_____] full Sublease Years plus the Ending Partial Sublease year (if any, as hereinafter defined) and terminating on the last day of the [_____] full calendar month, unless sooner terminating [or being extended] as provided herein.

"Sublease Year" means a twelve (12) month period, the first of which shall begin on the January 1 first following the Date of Beneficial Occupancy. Each successive Sublease Year shall begin on the annual anniversary of the beginning of such first Sublease Year. By way of example, if the Date of Beneficial Occupancy for a Sublease Term of five years was October 17, 1993, the period from October 17, 1993 through December 31, 1993 would be known as the "Initial Partial Sublease Year," and would be followed by four (4) full Sublease Years, and the remainder of the Term (the "Ending Partial Sublease Year") would be January 1, 1998 through October 31, 1998, such that the Term ended on the last day of a month.

"Subtenant's Architect" means a licensed architect or a firm of licensed architects qualified to do business in the State, appointed by the Subtenant and acceptable to BAAN, and responsible for the preparation of the Plans and Specifications for the Subtenant Improvements.

"Subtenant Improvements" means all improvements on, at or to the Premises carried out by the Subtenant hereunder.

"Subtenant's Unamortized Capital Investment" shall mean the amount of the Subtenant's initial capital investment and Construction Costs (as further listed below) in the Premises sublet to it under this Agreement, 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 as specified below.

Such period shall be the shorter of (1) the original term of this Agreement (excluding extension, renewal, option periods and the like), or (2) the useful life of the investment. The foregoing computation to be made shall not take into consideration the effect of accelerated amortization, if any, granted to or taken by the Subtenant on its books or otherwise under the provisions of Section 168(a) of Title 26 U.S.C.A. or similar legislation hereafter enacted.

For purposes of this definition, such investment in the Premises sublet to Subtenant 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 of its space; and (2) the payments made (to independent contractors) and expenses incurred by Subtenant (and paid to independent contractors) in connection with such construction for engineering, architectural, professional and consulting services and the supervision of construction, provided, however, that such payments and expenses pursuant to this item (2) shall not exceed 20% of the amounts described in item (1). In each case, the above-mentioned amounts, payments and expenses shall be evidenced, from time to time, by certificates of a responsible fiscal officer of the Subtenant sworn to before a Notary Public and delivered to BAAN and the Port Authority. Such certificates shall (i) set forth, in reasonable detail, the amounts paid to specified independent contractors, the payments made to other specified persons and the other expenses incurred by the Subtenant which have not previously been reported in certificates delivered to BAAN and the Port Authority, (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, and (iii) certify that the amounts, payments and expenses therein set forth constitute portions of the Subtenant's initial capital investment in its space under this Agreement for the purposes of and in accordance with this provision. No amount shall be eligible for inclusion as part of Subtenant's Unamortized Capital Investment unless the physical item to which it relates actually has been incorporated in the Premises and title to which shall have passed to the Port Authority or the City of Newark.

"Terminals" means the passenger terminals at the Airport designated Terminal A and B, and associated road and parking areas.

"Termination Amount" shall mean the lesser of a) \$_____ per square foot of the Retail Premises or b) Subtenant's initial capital investment together with any subsequent Construction Costs, payable to Subtenant upon the occurrence of a revocation or termination, without cause, of this Agreement in accordance with Section 2.2 hereof.

1.2 Interpretation

(A) References in the text of this Agreement to articles, sections or exhibits pertain to articles, sections or exhibits of this Agreement unless otherwise specified.

(B) The terms "hereby," "herein," "hereof," "hereunder" and any similar terms used in this Agreement refer to this Agreement. The term "including" shall not be considered in a limiting nature, but shall be construed to mean "including, without limitation".

(C) Words denoting persons shall include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

(D) Any headings preceding the text of the articles and sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.

(E) Words denoting the singular shall include the plural and vice versa. Words of the masculine gender shall be deemed to include correlative words of the feminine and neuter genders.

1.3 Incorporation of Exhibits

The following Exhibits are hereby incorporated into and made a part of this Agreement.

<u>Exhibit A</u>	Operational Procedures
<u>Exhibit B&C</u>	Construction Procedure and Schedule and Design Criteria
<u>Exhibit D</u>	Permitted Operations
<u>Exhibit E</u>	Premises
<u>Exhibit F</u>	Affirmative Action - Equal Opportunity for Contractors Schedule
<u>Exhibit G</u>	Minimum Capital Investment
<u>Exhibit H</u>	Initial Merchandise and Price List
<u>Exhibit I</u>	Design and Construction Schedule

1.4 Listing of Non - Monetary Submittals

The following reports due to BAAN from the Subtenant are referred to throughout this Agreement and are catalogued here for reference.

<u>Submittal</u>	<u>When Due</u>	<u>Section</u>
Description of Fixed Improvements	Within 40 days after completion	3.3
Plans and Specifications	Prior to Commencement Date	3.4
Monthly Report of Gross Concession Rev.	Within 7 days after each month	4.8
Weekly Report of Gross Concession Rev.	Each Monday	4.8
Annual Report of Gross Concession Rev.	Within 40 days after each Sublease Year	4.9
DBE Certification	Prior to Com. Date/Upon renewal	7.18
Insurance Certificates	Prior to Com. Date/ Upon renewal	8.2
Merchandise and Price List	Prior to Date of Ben. Occ./Upon Changes	<u>Exhibit H</u>

2. SUBLEASE OF PREMISES AND TERM

2.1 Sublease of Premises; Exclusivity; Addition and Deletion of Space

BAAN does hereby sublease and demise to the Subtenant, and the Subtenant does hereby rent from BAAN, the Premises, and all herein described rights incident thereto, for and during the Sublease Term and subject to the terms, provisions and conditions herein set forth and subject and subordinate to the terms, provisions and conditions of the Master Lease, as the same may be amended, supplemented or extended. BAAN hereby grants the Subtenant the nonexclusive right to establish and operate the concessions within the Terminal as are identified on Exhibit D attached hereto and to sell the items set forth on Exhibit H attached hereto, which Exhibit H may be amended from time to time with the prior consent of BAAN. This Agreement shall not take effect without the prior written consent of the Port Authority to be embodied in an instrument to be signed by the Port Authority, BAAN and Subtenant. Any amendment, supplement or extension of this Agreement which does not have the express written approval of the Port Authority shall be void ab initio and of no force or effect.

2.2 Sublease Term/Termination Rights

(A) The term of this Agreement and the rights and obligations of Subtenant and BAAN hereunder, shall commence on the date of execution of this Agreement, except as otherwise provided herein, and unless sooner terminated pursuant to the provisions of this Agreement, shall terminate after the completion of the [_____] full month after Date of Beneficial Occupancy.

(B) [RESERVED] [EXTENSION OPTION TO BE ADDED IF APPLICABLE, BUT SUBJECT TO THE PRIOR CONSENT OF THE PORT AUTHORITY.]

(C) The Port Authority shall have the right (but not the obligation) to enforce the terms and conditions of this Agreement directly against Subtenant to the same extent as if the Port Authority were landlord hereunder if, after ten (10) calendar days' written notice to BAAN, BAAN fails or inadequately proceeds to initiate legal proceedings or take other appropriate action to enforce Subtenant's obligations under this Agreement. Subtenant agrees not to take any action or permit any condition to exist within the Premises (or in any other area in the Terminals used or controlled by Subtenant) which would cause BAAN to be in default of its obligations under the Master Lease. BAAN agrees to use diligent efforts to perform its obligations under the Master Lease and to keep the Master Lease in full force and effect.

(D) This Agreement shall terminate simultaneously with the termination for any reason whatsoever of the Master Lease, unless the Port Authority shall notify Subtenant and BAAN at or prior to such effective date of termination of the Master Lease that the Port Authority shall and does assume the rights and obligations of BAAN hereunder from the date of such notice. In the event the Port Authority gives such notice to Subtenant and BAAN, the rights, obligations and liabilities of BAAN under this Agreement from the date of such notice (except with respect to (i) any prior acts or defaults of BAAN under this Agreement, which shall not be the subject of any claim of whatever kind by Subtenant against the Port Authority or entitle Subtenant to an offset against or deduction from any amounts then or thereafter owed by it under this Agreement or to be relieved of any of its obligations under this Agreement, and Subtenant shall have recourse solely against BAAN with respect thereto, (ii) the application or return of any Security Deposit not actually received in hand by the Port Authority, or (iii) any prepayment of Rent by Subtenant) shall be deemed to have been assigned to and assumed by the Port Authority, and Subtenant shall be deemed to have fully attorned to the Port Authority on the foregoing basis for the balance of the term of the subletting and to have agreed that the Port Authority may further assign its rights and interest under this Agreement to any third party of the Port Authority's choice, and as of the effective date of such assignment to such third party the Port Authority shall no longer have any obligation or liability under this Agreement. In the event of the Port Authority's termination of the Master Lease, Subtenant shall pay all amounts after the termination of the Master Lease including but not limited to all Rent and other fees and charges, in the sole name of the Port Authority directly to the Port Authority or, if directed by the Port Authority, to its bank lockbox. Neither the assignment to the Port Authority, nor the application or payment of related security deposits to the Port Authority, nor the direction to Subtenant to pay Rent and other amounts to the Port Authority, nor the payment thereof to, nor acceptance thereof by, the Port Authority shall constitute or denote an assumption by the Port Authority of any of the obligations of BAAN under this Agreement.

(E) The Port Authority's consent to this Agreement may be revoked by it, at any time, without cause, on thirty (30) days' prior notice to BAAN. Upon BAAN's receipt of such notice of revocation, BAAN shall so notify Subtenant and this Agreement shall automatically terminate without further act from BAAN. Upon Subtenant's receipt of notice from BAAN of such termination by the Port Authority, Subtenant shall, within thirty (30) days after receipt of such notice, vacate the Premises. Termination of this Agreement shall not relieve Subtenant 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 of this Agreement shall have the same effect as though such date were the scheduled expiration of the Sublease Term specified in Section 2.2(A) and shall create no obligation on the part of the BAAN or the Port Authority.

(F) If the Port Authority, at any time or times, during the term of this Agreement, 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 upon thirty (30) calendar days' written notice to BAAN to simultaneously terminate the Master Lease and the term of the letting thereunder as well as this Agreement as to such area(s) only. Pursuant to the term of the Master Lease, the Port Authority shall not terminate merely a portion of an existing, discrete retail unit so as to completely frustrate the purpose of the applicable sublease, i.e., shall not leave remaining an area in which the subtenant is completely incapable of operating its business as contemplated under its sublease; provided, however that nothing in this sentence is intended to restrict or reduce the Port Authority's right to install conduits, sprinklers, pipes and undertake similar kinds of alterations or construction which the Port Authority is permitted to install and undertake thereunder. Upon BAAN's receipt of such notice of termination by the Port Authority, BAAN shall so notify Subtenant and this Agreement shall automatically terminate without further act from BAAN. Upon Subtenant's receipt of notice of such termination from BAAN, Subtenant shall, within thirty (30) days after receipt of such notice, vacate the Premises. Termination pursuant to the preceding sentence shall not relieve Subtenant of any liabilities or obligations under this Agreement as to such area(s) accruing on or prior to, or to take effect on, the effective date of such termination and shall not release or modify to any extent any of the Subtenant's other obligations under this Agreement or entitle it to any compensation (except as expressly stated in subparagraph (G) of this Section 2.2) or claim against the Port Authority. As to such area(s), such termination shall have the same effect as though such date were the original expiration date of this Agreement.

(G) (i) Notwithstanding anything to the contrary stated in this Agreement, in the event the Port Authority exercises its rights of revocation or termination pursuant to this Section and such revocation or termination is made without cause, BAAN and the Port Authority shall have no obligation or liability on such account to Subtenant and Subtenant shall not be entitled to any claim against or compensation from BAAN or the Port Authority, except that BAAN shall pay to Subtenant an amount equal to the Subtenant's Termination Amount.

(ii) Notwithstanding anything to the contrary stated in this Agreement, in the event the Port Authority exercises its rights of revocation or termination pursuant to this Section and such revocation or termination is made with cause, BAAN and the Port Authority shall have no obligation or liability on such account to Subtenant and Subtenant shall not be entitled to any claim against or compensation from BAAN or the Port Authority.

(H) No payment to Subtenant of Subtenant's Termination Amount shall be due unless and until BAAN and the Port Authority shall have each completed its respective audit of all relevant books and records required by it in the performance of such audit and shall have satisfied itself as to the correct amount of the payments. As of the effective date of termination under this Section, the area(s) subject thereto shall cease to be part of the Premises without the need for any additional act or instrument.

2.3 Use of Premises; Prohibited Uses

(A) The Retail Premises shall be used by subtenant only for Permitted Operations and for such other uses as BAAN may agree to in writing. The Storage Premises, if any, shall be used for the storage of materials necessary for the operation of the Retail Premises and for stocking only merchandise and goods that are intended to be offered for sale or utilized at Retail Premises.

(B) The Subtenant shall comply in its design, construction, use, occupancy and operations of the Premises, at its own cost, with: (i) all regulations and directives now or hereafter promulgated by the FAA pertaining to airport security, (ii) all federal, State and local laws, rules, regulations and ordinances, including, without limitation, all building and health codes and all Environmental Laws, and (iii) all Port Authority rules, regulations and policies, including, without limitation, the Port Authority Tenant Alteration and Application Process (the "TAA Process").

(C) The Subtenant shall not conduct operations in or on the Premises in a manner that in the reasonable judgment of BAAN or the Port Authority:

1. Interferes or might interfere with the reasonable use by others of common facilities at the Airport;
2. Hinders or might hinder police, fire fighting or other emergency personnel in the discharge of their duties;
3. Would, or would be, likely to constitute a hazardous condition at the Airport;
4. Would, or would be, likely to increase the premiums for insurance policies maintained by BAAN or the Port Authority unless such operations are not otherwise prohibited hereunder and Subtenant pays the increase in insurance premiums occasioned by such operations;
5. Would involve any illegal purpose;
6. Is not in accordance with the commitment of the Subtenant to provide first class [food], [beverage], [retail facilities], [services] at the Premises.

2.4 Ingress and Egress

Provided that Subtenant complies with the terms of this Agreement, Subtenant shall have the right of ingress to and egress from the Premises for Subtenant, its officers, employees, agents, servants, customers, vendors, suppliers, patrons and invitees, subject, however, to all statutes, ordinances, rules and regulations from time to time enacted or established by the Port Authority, the FAA, or any other governmental agency or authority. Such right of ingress and egress shall include, but not be limited to, the non-exclusive right (subject to the rules and regulations referenced above and Port Authority's right to alter the means of ingress and egress from time to time) of ingress and egress between the Premises and a city street or public way outside the Airport by means of existing roadways. The right of ingress and egress shall be used jointly with other subtenants and patrons of the Airport, and Subtenant shall not interfere with the rights and privileges of any other persons or firms using the Airport.

2.5 No Warranty of Condition or Suitability

BAAN makes no warranty, either express or implied, as to the condition of the Premises or the Terminals or the suitability of the Premises or the Terminals for the Subtenant's purposes or needs. Subtenant shall not under any circumstances, withhold any Rent or other amounts payable to BAAN hereunder on account of any defect in the Premises or the Terminals. By its entry onto the Premises, the Subtenant accepts the Premises as being free and clear from all defects and in good, safe, clear and orderly condition and repair.

2.6 Quiet Enjoyment of Premises

Subject to the terms and provisions of this Agreement and the Master Lease, BAAN covenants that, if the Subtenant shall perform all obligations and make all payments as provided herein, the Subtenant shall peaceably have and enjoy the Retail Premises and in common with others, where applicable, the storage premises and all the rights, licenses, privileges, appurtenances and facilities granted herein during the Sublease Term.

2.7 Regular Meetings

(A) Subtenant recognizes that BAAN in its role as Master Lessee, shall be party to information that may be of use to Subtenant and of Subtenant's staff in the planning of its business. Subtenant further acknowledges the benefit of regular meetings with BAAN to discuss matters including the business of Subtenant, marketing plans for the Terminals and the Subtenant, traffic projections and customer service techniques and other retail related matters. Subtenant agrees that it shall attend any meetings called by BAAN to discuss such matters whether such meetings are between BAAN and Subtenant alone or with other subtenants or representatives of Port Authority and that it shall cause a senior member of Subtenant to attend any and all such meetings.

(B) Subtenant covenants and agrees that it shall conduct and complete, at least on an annual basis, for itself and its employees, training with respect to customer service techniques and other retail related matters.

2.8 Consumer Research Surveys

From time to time during the Sublease Term, BAAN or the Port Authority may conduct or cause to be conducted customer service surveys on-site at the Terminals, on at least an annual basis. Subtenant shall not interface with, obstruct, delay or otherwise hinder the process of taking such surveys. Moreover, Subtenant covenants and agrees that it shall participate and cooperate with BAAN and the Port Authority and either of their designees, without compensation, with regard to such surveys.

3. SUBTENANT IMPROVEMENTS

3.1 Shell and Core

BAAN shall complete the Shell and Core of the Premises to the extent set forth on Exhibit B attached hereto.

3.2 Subtenant's Improvement Obligations

(A) Subtenant shall, at its own cost and expense, in compliance with the requirements of Section 7.12 hereunder relating to DBE employment, and in a timely manner in accordance with the Design and Construction Schedule and subject to the Affirmative Action - Equal Opportunity for Contractors Schedule attached hereto as Exhibit E, complete, or cause to be completed, the Subtenant Improvements in the manner provided herein, so that the Subtenant Improvements are complete on or before the Date of Beneficial Occupancy.

(B) Subtenant shall neither exclude any person from participation in, nor deny any person the benefits of, nor otherwise subject any person to discrimination in, the use by the Subtenant of the Premises or in the construction of any Subtenant Improvements or the furnishing of any services at such space on the grounds of race, creed, color, national origin, sex, age, disability or marital status and Subtenant shall use such space in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non discrimination of Federally-assisted programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to the Subtenant's operations at the Airport, whether by reason of agreement between the Port Authority and the United States Government or otherwise. Subtenant's non-compliance with the provisions of this clause shall constitute a material breach of this Agreement. In the event of the breach by Subtenant of any of the above non-discrimination provisions, BAAN and the Port Authority each may take appropriate action to enforce compliance; or in the event such non-compliance shall continue for a period of twenty (20) days after receipt of written notice from BAAN or the Port Authority, BAAN and the Port Authority each shall have the right to terminate this Agreement and the letting thereunder with the same force and effect as a termination under the section of this Agreement providing for termination for default by Subtenant in the performance or observance of any other term or provision of this Agreement, or may pursue such other remedies as may be provided by law; and as to any or all the foregoing, each of BAAN and the Port Authority may take such action as the United States may direct. Subtenant shall indemnify and hold harmless BAAN and the Port Authority from any claims and demands of third persons, including the United States of America, resulting from Subtenant's non-compliance with any of the provisions of this clause, and Subtenant shall reimburse BAAN and the Port Authority for any loss or expense incurred by reason of such non-compliance. Nothing contained in this Section 3.2(B) shall grant or shall be deemed to grant to Subtenant the right to perform any construction on the Premises.

(C) Except as expressly provided herein, Subtenant shall not erect any structures, make any improvements or do any other construction work on the Premises or alter, modify or make additions or improvements or repairs to or replacements of any structure now existing or built at any time during the letting, or install any fixture (other than trade fixtures removable without damage to the freehold, any damage to be immediately repaired by Subtenant) without the prior written approval of BAAN and the Port Authority with respect to an application therefore made by Subtenant, and in the event any construction, improvement, alteration, modification, repair, replacement or addition is made without such approval, then upon reasonable notice so to do, Subtenant will remove the same, or at the option of BAAN and the Port Authority cause the same to be changed to the satisfaction of BAAN and the Port Authority. In case of any failure on the part of Subtenant to comply with such notice, BAAN or the Port Authority may effect the removal or change and Subtenant shall pay the cost thereof to BAAN or the Port Authority. As part of such approval, the Port Authority may provide such conditions and requirements as it deems advisable in its sole and absolute discretion. Approval by BAAN or Port Authority shall not create any liability on part of BAAN or the Port Authority, whether to Subtenant or any third party.

(i) Without limiting any of the terms and conditions of this Agreement, Subtenant understands and agrees that it shall put into effect prior to the commencement of any construction work an affirmative action program and Minority Business Enterprise (MBE) program and Women-owned Business Enterprise (WBE) program in accordance with the provisions of Exhibit F attached hereto and hereby and a part hereof; all references therein to "the Lessee" shall be deemed to include Subtenant. The provisions of said Exhibit F of this Agreement shall be applicable to Subtenant's contractor or contractors and subcontractors at any tier of construction as well as to Subtenant itself, and Subtenant shall include the provisions of said Exhibit F within its construction contracts so as to make said provisions and undertakings the direct obligation of each applicable construction contractor or contractors and subcontractors at any tier of construction. Subtenant shall, and shall require each said contractor and subcontractor to, furnish to BAAN and the Port Authority such data including, but not limited to, compliance reports relating to the operation and implementation of the affirmative action, MBE and WBE programs called for hereunder as BAAN and the Port Authority may request at any time and from time to time regarding the affirmative action, Minority Business Enterprises and Women-owned Business Enterprises programs of Subtenant and contractor, contractors and subcontractors at any tier of construction, and Subtenant shall and shall also require that its contractor, contractors and subcontractors at any tier of construction make and put into effect such modifications and additions thereto as may be directed by BAAN and the Port Authority pursuant to the provisions hereof and said Exhibit F to effectuate the goals of affirmative action and Minority Business Enterprise, and

(ii) In addition, to and without limiting any terms and provisions of this Agreement, Subtenant shall provide in its contracts and all subcontracts covering the construction work or any portion thereof, that:

(aa) 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;

(bb) At the request of either BAAN or the Port 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 the Subtenant 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;

(cc) 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;

(dd) The contractor will include the provisions of subparagraphs (aa) through (cc) 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;

(ee) "Contractor" as used herein shall include each contractor and subcontractor at any tier of construction.

3.3 Investment in Fixed Improvements

Within forty (40) days after completion of the Subtenant Improvements, Subtenant shall provide BAAN and the Port Authority with a certificate providing a complete and detailed description of all Fixed Improvements completed and paid for by the Subtenant with all reasonable detail requested by BAAN and the Port Authority including all Fixed Improvements Costs. BAAN or the Port Authority may, at BAAN's and/or the Port Authority's cost and expense, audit the documentation of any Construction Costs, including Fixed Improvements Costs during the term hereof or for a period of one (1) year thereafter, or for such further period extending until Subtenant receives written permission from BAAN or the Port Authority to do otherwise, and Subtenant agrees to cooperate in any such audit and provide any supporting cost documentation reasonably requested by BAAN and/or the Port Authority. Subtenant shall not be subjected to more than one (1) audit during any twelve (12) month period and such audit shall be either an audit by BAAN, Port Authority or both, conducted in a contemporaneous manner.

3.4 Plans and Specifications

(A) Subtenant agrees to cause Subtenant's Architect to deliver the Plans and Specifications for the Subtenant Improvements to BAAN for BAAN and Port Authority's approval in accordance with Exhibit B. All Plans and Specifications shall include, where applicable:

1. Architectural and engineering drawings including:
 - (a) Furniture plans showing details of space occupancy;
 - (b) Floor plans and reflected ceiling plans;
 - (c) Partition and door location plans;
 - (d) Telephone and electrical plans noting any special lighting and power load requirements;
 - (e) Environmental design criteria and all security and communication information;
 - (f) Detail plans;
 - (g) Finish plans and schedules; and
 - (h) Signage plans.
2. Specifications for the Subtenant Improvements to be performed in the Premises;

3. Design detail including detailed storefront sketches, colors and materials for wall, ceiling and floor finish, graphics and furniture selections; and

4. Any other construction or detail reasonably requested by BAAN or the Port Authority.

(B) Subtenant shall not commence any work without a formal written approval to do so from BAAN and from the Port Authority after compliance by Subtenant with the TAA Process and further agrees to observe and fulfill all the requirements of Exhibits B and C in respect of all Subtenant Improvements and shall forward to BAAN in a manner consistent with Exhibits B and C all matters referred therein as being required by BAAN or Port Authority.

3.5 Correction of Work

(A) Subtenant shall cause all work to be performed in a good and workmanlike manner and in accordance with the Plans and Specifications approved for the same. At all times during such work, the Subtenant shall have on file with BAAN and on the construction site for inspection by the Port Authority or BAAN a copy of the approved Plans and Specifications. The Subtenant shall promptly commence to reconstruct or replace and diligently pursue to completion, at its sole cost and expense, prior to or after completion of such work, any work which is not done substantially in accordance with such Plans and Specifications as approved by BAAN and in compliance with the TAA Process provided that any request by BAAN to reconstruct or replace any such work shall be made by BAAN within sixty (60) days after the date BAAN discovers the non-conforming work, but in no event later than ninety (90) days after the completion of such work.

3.6 Ownership of Subtenant Improvements

Upon completion of the construction thereof, the Fixed Improvements shall immediately become part of the Premises for purposes of this Agreement and shall automatically become the property of the Port Authority or the City of Newark, New Jersey, without compensation to Subtenant upon the termination or revocation of this Agreement, or revocation of the Port Authority's consent to this Agreement (except be as may set forth in Section 2.2(G) hereof) and shall remain in place upon termination of this Agreement, unless the Port Authority requests their removal (in which case Subtenant shall remove the same as provided in Section 10.6). Subtenant shall, to the extent requested by Port Authority, execute all documents deemed necessary as evidence of the transfer of title to any improvements.

3.7 Prevailing Wage

(A) All workmen employed in the performance of any work accomplished in furtherance of the terms of this Agreement shall be paid not less than the minimum wage rates as determined and designated pursuant to N.J.A.C. §§ 12:60 - 1.1 et. seq.

(B) The attention of any bidders shall be directed by Subtenant to the provisions of Exhibit F to this Agreement and to the duties imposed on contractors thereby, and to the fact that such provisions are applicable to this Agreement.

3.8 Pre-Construction Deposit [TO BE ADDED IF APPLICABLE]

4. RENT

4.1 Rent

In consideration for the demise of the Premises and the rights and privileges herein granted, Subtenant shall pay to BAAN the following rent beginning on the Date of Beneficial Occupancy:

(A) Rent Commences on Date of Beneficial Occupancy

During the period from the execution of this Agreement until the Date of Beneficial Occupancy, no Rent shall be paid by Subtenant to BAAN. In the event that the Date of Beneficial Occupancy occurs prior to the first full Sublease Year, Rent for the Partial Sublease Year shall be prorated based on the number of days from the Date of Beneficial occupancy until the beginning of the first full Sublease Year.

(B) Minimum Base Rent

Beginning on the Date of Beneficial Occupancy, and throughout the Partial Sublease Year, if any, and thereafter for each Sublease Year of the Term, Minimum Base Rent shall be \$[] per annum payable in twelve (12) equal monthly installments pro-rated, if necessary, as stated above.

(C) Additional Rent

Beginning on the Date of Beneficial Occupancy, Subtenant shall pay to BAAN the greater of the Minimum Base Rent or [] percent (%) of Gross Concession Revenue each month by way of Additional Rent. In the event that the dollar sum due to BAAN from Subtenant in any month from the percentage of Gross Concession Revenue payable is below the dollar sum due from Subtenant to BAAN in respect to Minimum Base Rent then only the minimum Base Rent shall be due from Subtenant to BAAN. Additional Rent shall only be payable by Subtenant in the amount of the excess of the dollar sum due each month from the percentage of Gross Concessions Revenue over the amount due as Minimum Base Rent. In the case of the Initial Partial Sublease Year and the Ending Partial Sublease Year, the breakpoints shall be prorated on a monthly basis.

[ALTERNATIVE]: Beginning on the Date of Beneficial Occupancy, Subtenant shall pay to BAAN the greater of the Minimum Base Rent or xxxxx percent (xx%) of each dollar of Gross Concession Revenue up to and including xxxxxxxxxxxxxx and 00/100 (\$xxxxxxxx.00) Dollars each month by way of Additional Rent; plus xxxxxxxx percent (xx%) of each dollar of Gross Concession Revenue between xxxxxxxxxxxxxx and 00/100 (\$xxxxxxxx.00) Dollars and xxxxxxxxxxxxxx and 00/100 (\$xxxxxxxx.00) Dollars each month by way of Additional Rent; plus xxxxxxxxxxxxxx percent (%) of Gross Concession Revenue in excess of xxxxxxxxxxxxxx and 00/100 (\$xxxxxxxx.00) Dollars each month by way of Additional Rent.

4.2 Rent Adjustment

Within forty (40) days after the end of each Sublease Year, Subtenant shall deliver to BAAN the Annual Report of actual Gross Concession Revenue for such Sublease Year. For purposes of Rent Adjustments, the period from the Date of Beneficial occupancy to the beginning of the first Sublease Year shall be adjusted at the time the adjustments for the first Sublease Year are made. The Rent paid

under subsections 4.1(B) and (C) above shall be adjusted accordingly based on the actual figures for Gross Concessions Revenue applicable to such Sublease Year. Any shortfall or overpayment for a given Sublease Year resulting from the difference between the estimated Rent payments and the actual readjusted Rent due shall be paid or refunded within thirty (30) days after submission by Subtenant and BAAN of the actual calculations for such Sublease Year.

4.3 Price Index Adjustment

In calculating the amount of any Rent, Charge or Fee required to be paid by Subtenant herein, the amount of such Rent, Charge or Fee, as applicable, for each Sublease Year after the Initial Partial Sublease Year shall be escalated as follows, based on the Price Index. In the event the Price Index published for the final quarter of any Sublease Year exceeds the Base Price Index, the Rent, Charge or Fee for such Sublease Year shall equal the Rent, Charge or Fee, as applicable, for the Initial Partial Sublease Year multiplied by a fraction, whose numerator shall be the Price Index for the Sublease Year in question and whose denominator shall be the Base Price Index, such product then rounded to the nearest penny. In no event shall the Rent, Charge or Fee, as applicable, for any given Sublease Year be less than the Rent, Charge or Fee for the immediately preceding Sublease Year.

4.4 Time and Place of Payments

Minimum Base Rent due under Section 4.1 hereof shall be payable in equal monthly installments in advance beginning on the Date of Beneficial Occupancy. Minimum Base Rent shall be payable on or before the first business day of each calendar month and Additional Rent shall be payable on or before the seventh day of each calendar month following. Rent shall be payable in lawful money of the United States of America, by check (or such other means as may be mutually agreed by BAAN and Subtenant or upon request by BAAN by electronic funds transfer at Subtenant's sole cost and expense) without invoicing or demand, and without setoff, to BAA Newark, Inc., c/o P.O. Box 642160, Pittsburgh, Pennsylvania 15264-2160. Subtenant's obligation to pay Rent shall commence on the Date of Beneficial Occupancy. BAAN shall provide such accounting documentation, including receipts for rentals paid, that the Subtenant shall reasonably require in respect of any payment of Rent made hereunder so as to enable Subtenant to maintain proper books and records of account. In the event that any payment due under this Agreement is made by a check which is not honored, Subtenant shall pay a fee of Fifty Dollars (\$50) for each such check as additional rent, which fee shall be payable immediately.

4.5 Delinquent Rentals

If Rent due pursuant to Section 4.1 hereof or any other amounts payable by the Subtenant hereunder shall not be paid by the Subtenant on the due date thereof, the Subtenant shall pay to BAAN as additional rental, an interest share of one and one-half (1½) percent of the amount due for each full calendar month of delinquency, computed as simple interest. Any such interest assessed shall be computed from the due date and pro-rated through the date payment is received by BAAN.

4.6 Maintenance of Records of Gross Concession Revenue

Subtenant shall at all times during the Sublease Term:

(A) Prepare and maintain, in accordance with generally accepted accounting principles for operations similar to those being conducted with respect to the Premises, during the Sublease Term and for a period of one (1) year after the expiration or sooner termination thereof, and for such further period extending until Subtenant shall receive written permission from BAAN or the Port Authority to do

otherwise, adequate books, records and accounts as are relevant to the determination of Rent due hereunder which shall show all Gross Concession Revenue generated by Subtenant at the Premises. The preparation and maintenance of such books and records shall be at all times subject to review and approval by BAAN and the Port Authority and their respective officers, employees and representatives. Such records shall include, but need not be limited to: (i) copies of all gross income, sales, retail or excise tax returns filed with any governmental authority; (ii) bank deposit records; (iii) cash register audit rolls; (iv) any records and books of account of any company which is owned or controlled by Subtenant, or which owns or controls Subtenant, if said company performs services similar to those performed by Subtenant anywhere in the Port of New York District and (v) such other records if any, which would normally be examined by an independent accountant pursuant to accepted auditing standards in performing an audit of Gross Concession Revenues from the Premises.

(B) Keep safe at a location in the Port of New York District for a period ending not less than three (3) years after the close of each Sublease Year all of such records for each Sublease Year and for a period of one (1) year after the expiration or earlier termination of the Sublease Term hereof and for a further period extending until Subtenant shall receive written permission from BAAN or the Port Authority to do otherwise; and

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

2. If any such records have been maintained outside the Continental United States then, in addition to the costs specified above, Subtenant shall pay to BAAN or 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 BAAN or the Port Authority for the purpose of conducting such audit and examination.

(C) Use, and cause to be used, such cash registers, sales slips, invoicing machines and other cash control devices acceptable to BAAN and the Port Authority that will:

1. Maintain incremental transaction numbering;
2. Will accurately prepare a record of Gross Concession Revenues; and
3. Supply detailed performance information as required.

The installation and use of Subtenant's selected cash registers, sales slips, invoicing machines and other cash control devices shall be subject to review, approval and inspection by BAAN and the Port Authority. No changes to previously approved items shall be permitted without the express written approval of BAAN and the Port Authority.

(D) If BAAN requires additional merchandise group breakdowns, each sale must be capable of being individually tracked to enable the relevant report to be produced. This may necessitate product level data captured at point of sale.

4.7 Inspections and Audits of Records

Subtenant shall permit BAAN and the Port Authority and duly authorized representatives of BAAN and the Port Authority during the Sublease Term and for a period of one (1) year following the expiration or earlier termination of this Agreement, and for a further period extending until Subtenant shall receive written permission from BAAN or the Port Authority to do otherwise, to:

(A) Examine, during normal business hours any and all of the records described in subsection 4.6(A) and make copies of and take extracts from such records and from all other documents of Subtenant relative to the Premises, as may be necessary to ensure compliance by the Subtenant with the terms of this Agreement; and

(B) At any time after seven (7) days prior written notice to Subtenant of its intention to do so, cause to be made a complete audit of the records described in subsection 4.6(A) for any Sublease Year for which an Annual Report therefore is required. Any audit as described in this subsection 4.7(B) shall be at BAAN's or the Port Authority's expense except that if such audit discloses that actual Gross Concession Revenue for any Sublease Year exceeded by more than two percent (2%) the amount reported in the Annual Report thereof the cost of such audit shall be paid by Subtenant. The acceptance of Rent by or on behalf of BAAN computed on the basis of statements furnished by Subtenant in accordance with this Agreement shall be without prejudice to BAAN's or the Port Authority's rights to inspect and/or audit the records pertaining to Gross Concession Revenue as authorized under this Section and upon the discovery following any such examination or audit of any discrepancy in the reporting of Gross Concession Revenue whereby Rent has previously been underpaid, such deficiency together with interest thereon from the date such payment was due, at the rate provided in Section 4.5 hereof, shall be immediately due and payable.

(C) Provided Subtenant shall not be in default under this Agreement, Subtenant shall not be subjected to more than one (1) audit during any twelve (12) month period, and such audit shall be either an audit by BAAN, the Port Authority or both, conducted in a contemporaneous manner.

4.8 Weekly and Monthly Reports

Beginning on the Date of Beneficial Occupancy Subtenant shall prepare and deliver to BAAN no later than the Monday of each week (being the period Monday to Sunday) except for public holidays a provisional schedule of all Gross Concession Revenue. Subtenant shall also provide BAAN or the Port Authority with such information more frequently than weekly if BAAN or the Port Authority so notifies the Subtenant.

In addition, Subtenant shall on or before the seventh (7th) day of each calendar month prepare and submit to BAAN and, if requested by the Port Authority, the Port Authority, a report and sworn statement showing (i) Gross Concession Revenue for the prior calendar month together with all Rent payable to and collected by BAAN from Subtenant and (ii) total number of transactions generated by Subtenant from the Premises during such month. Each monthly report shall be sworn to and certified by an officer of Subtenant as being accurate and complete based on such officer's examination of the books, accounts and records of Subtenant.

4.9 Annual Report

(A) Subtenant shall provide an annual report to BAAN within forty (40) days of the end of each Sublease Year showing the Gross Concession Revenue generated by Subtenant at the Premises. The Annual Report provided by Subtenant shall be prepared in accordance with GAAP and shall be certified by an officer of the Subtenant as being accurate and complete based on such officer's examination of the books, records and accounts of the Subtenant.

(B) The Annual Report provided by Subtenant shall be accompanied by the opinion of an independent certified public accountant prepared in accordance with the auditing standards promulgated by the American Institute of Certified Public Accountants, in substantially the following form:

"We have audited the accompanying Schedule of Gross Concession Revenue, (as defined in the Sublease Agreement dated _____, 19__, between BAA Newark, Inc. ("BAAN"), as Sublessor and _____, as Sublessee) of _____ at its Newark International Airport store for the year ended December 31, 19__. This schedule is the responsibility of _____ management. Our responsibility is to express an opinion on this schedule based on our audit.

We conducted our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the schedule of gross sales is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the schedule of gross sales. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall schedule presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the Schedule of Gross Concession Revenues referred to above present fairly, in all material respects, the Gross Concession Revenues of _____ at its Newark International Airport store, for the year ended December 31, 19__, as defined in the Sublease Agreement referred to in the first paragraph.

This report is intended solely for the information and use of the boards of directors and management and employees of _____, BAAN and the Port Authority and should not be used for any other purposes."

4.10 No Setoffs or Deductions

Under no circumstances or conditions, whether now existing or hereafter arising, or whether within or beyond the present contemplation of the parties except to the extent expressly provided herein to the contrary, shall BAAN be expected or required to make any payment of any kind whatsoever by reason of its estate or interest in the Premises or by reason of any rights or interest of BAAN under this Agreement. Except as provided herein, Subtenant shall timely pay all Rent and other sums due hereunder without any abatement, diminution, reduction, setoffs or deductions.

4.11 Promotion Fees

Upon request by BAAN, Subtenant shall pay to BAAN, as an item of Additional Rent, a "promotion fee" in the amount of \$_____ (which fee shall in no event be greater than one-half of one percent (.5%) of the Subtenant's Gross Concession Revenue per annum) as Subtenant's contribution for advertising and promotion programs conducted by BAAN or its designees on behalf of Subtenant relating to the retail program in the Terminals managed by BAAN.

5. REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties by BAAN

BAAN makes the following representations and warranties as the basis for the undertaking on its part herein contained:

(A) BAAN is a corporation duly organized under the laws of the State of Delaware and duly qualified to do business in the State, is in good standing in the State, has power to execute and enter into this Agreement, and by proper corporate action has been duly authorized to execute and deliver this Agreement.

(B) This Agreement has been duly executed and delivered by duly authorized officers of BAAN.

(C) This Agreement constitutes the valid and binding obligation of BAAN, enforceable against BAAN in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium and other laws affecting creditors, rights and remedies generally and by the application of equitable principles.

(D) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflict with or result in a breach of any of the terms, conditions or provisions of any restriction, ordinance or any agreement or instrument to which BAAN is now a party or by which it is bound, or constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of BAAN under the terms of any instrument or agreement.

(E) There is no litigation now pending or, to BAAN's knowledge, threatened, challenging the corporate existence or powers of BAAN, in any way affecting this Agreement, or in any way having a material adverse effect on the operations or finances of BAAN.

(F) BAAN has full right and authority to sublease the Premises as set forth herein.

(G) BAAN shall use its best efforts to ensure that any work to be performed by BAAN or approvals given by BAAN under this Agreement or any Exhibit hereto shall be given as expeditiously as possible.

5.2 Representations and Warranties by Subtenant

The Subtenant makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(A) The Subtenant is a [corporation] [partnership] duly organized under the laws of the [State of New Jersey] and duly qualified to do business in the State, is in good standing in the State, has power to execute and enter into this Agreement, and by proper corporate action has been duly authorized to execute and deliver this Agreement. [are] [is an] individuals [jointly and severally liable.]

(B) This Agreement has been duly executed and delivered by duly authorized [partners] [officers of Subtenant].

(C) This Agreement constitutes the valid and binding obligation of the Subtenant enforceable against the Subtenant in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium and other laws affecting creditors, rights and remedies generally and by the application of equitable principles.

(D) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflict with or result in a breach of any of the terms, conditions or provisions of any restriction, ordinance or any agreement or instrument to which the Subtenant is now a party or by which it is bound, or constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Subtenant under the terms of any instrument or agreement.

(E) There is no litigation now pending or, to the Subtenant's knowledge, threatened, challenging the corporate existence or powers of the Subtenant, in any way affecting this Agreement or in any way having a material adverse affect on the operations or finances of the Subtenant.

(F) The Subtenant shall use its best efforts to ensure that any and all work to be carried out by Subtenant to the Premises including design, installation and commissioning of Subtenant Improvements shall be carried out so as to ensure that the Premises are complete and ready to open by the Date of Beneficial occupancy.

6. SERVICES PROVIDED BY BAAN

6.1 Utilities

The Subtenant shall pay for and be responsible for all charges levied for utility consumption and services to the Premises, including, without limitation, all gas, electricity, HVAC, water and sewer service. BAAN shall charge Subtenant a utility charge equal to the cost of Subtenant's actual consumption of such utilities based upon metered readings of same with respect to the Premises. Subtenant shall have no responsibility to repair and maintain all utility lines located outside the Premises or for the repair of central heating, ventilation and air conditioning systems as may be necessary. Subtenant shall however, repair, maintain and replace all utility lines located within the Premises.

The Port Authority shall have no obligation to provide to Subtenant any utilities or services except as may be set forth in the Master Lease.

6.2 Interruption of Services

Subtenant agrees that BAAN shall not be liable in damages, by abatement of Rent or otherwise, for failure to furnish or delay in furnishing any service, or for any diminution in the quality or quantity thereof, when such failure or delay and diminution is occasioned, in whole or in part, by repairs,

renewals, or improvements; by any strike, lockout or other labor trouble; by inability to secure electricity, gas, water, or other fuel at the Terminal after reasonable efforts so to do; by any accident or casualty whatsoever; by act or default of Subtenant or other parties; or by any other cause beyond BAAN's reasonable control; and such failures or delays or diminution shall never be deemed to constitute an eviction or disturbance of the Subtenant's use and possession of the Premises or relieve the Subtenant from paying Rent or performing any of its obligations under this Agreement.

7. OBLIGATIONS OF SUBTENANT

7.1 Implementation of Concession Program

Subtenant shall design, construct, and manage the Retail Premises in accordance with this Agreement. Throughout the Sublease Term, Subtenant shall be responsible for the creation and implementation of a concession program such that the concession operated from the Premises is operated in a manner fully acceptable to BAAN and shall at all times ensure that the Subtenant's operation within the Terminals, Airport and Premises and the Subtenant's operation from the Premises are at all times and in all respects in full accordance with the Exhibits hereto and any other regulations, notices or directions notified to the Subtenant by BAAN, Port Authority or the Director of Aviation of the Port Authority.

Subtenant shall use its best efforts in every proper manner to develop and increase the business conducted by it under this Agreement. Subtenant shall not divert, or cause or allow to be diverted, any business from either Terminal A or Terminal B or the Airport.

7.2 Subordination and Attornment

If requested to do so, Subtenant shall enter into a subordination and attornment agreement with Port Authority, in form acceptable to Port Authority, which shall govern the rights and obligations of Port Authority and Subtenant. Subtenant acknowledges that the Port Authority has no obligation to offer, enter into or be bound by a non-disturbance agreement with Subtenant.

7.3 **[Additional Provisions for Food/Beverage Subtenants]**

[In any situation in which the sale of food and/or beverages is permitted hereunder, Subtenant shall require, in connection with any preparation, packaging, handling, storage, delivery and dispensing of such food and/or beverages, compliance with the following:

1. Subtenant's employees shall wear clean, washable uniforms and employees shall wear caps or nets. The employees shall be clean in their habits and shall thoroughly wash their hands before beginning work and immediately after each visit to the toilet and shall keep them clean during the entire work period. No person affected with any disease in a communicable form or who is a carrier of such disease shall work or be permitted to work.

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

3. The Premises and all equipment and materials used shall at all times be clean, sanitary, and free from rubbish, refuse, dust, dirt, offensive or unclean material, flies and other insects, rodents and vermin. All apparatus, utensils, devices, machines and piping used shall be constructed so as to facilitate the cleaning and inspection thereof and

shall be properly cleaned after each period of use (the interval between cleanings, however, never to exceed eight hours) with hot water and a suitable soap or detergent and shall be rinsed by flushing with hot water. Where deemed necessary by BAAN or the Port Authority, final treatment by live steam under pressure or other sterilizing procedure shall be used. All trays, dishes, crockery, glassware, cutlery, and other equipment of such type shall be cleaned and sterilized immediately before using same.

4. All packing materials, including but not limited to wrappers, stoppers, caps, enclosures and containers, shall be clean and sterile and shall be so stored as to be protected from dust, dirt, flies and other insects, rodents, vermin, unsanitary handling and unclean materials.

5. It is intended that the standards and obligations imposed by this Section 7.3 shall be maintained or complied with in addition to compliance with all applicable governmental laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, such laws, ordinances and regulations shall be complied with.

7.4 Street Pricing

(A) Subtenant may not charge prices for any products or services that exceed Street Prices as defined herein. The Street Price for a product or service shall be the regular price of the product or service charged at an off Airport, comparable location, initially agreed to be _____ Mall, and thereafter if such unit ceases operation, to be determined as follows:

(aa) If Subtenant 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 Subtenant for the same or similar item in the Metro Area;

(bb) If Subtenant does not conduct a similar business in off-airport locations(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; and

(cc) If neither Subtenant nor other similar retailers sell a particular item in the Metro Area, "Street Prices" shall mean the price regularly charged by Subtenant 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.

(dd) If Subtenant is engaged in the business of selling duty-free goods, "Street Prices" shall mean the price regularly charged by the Subtenant 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 John F. Kennedy International Airport, New York, New York.

(B) Notices in form and substance satisfactory to the Port Authority shall be placed at a Port Authority explicitly approved location in Subtenant's space to the effect that Subtenant guarantees that it subscribes to the foregoing "Street Pricing" policy, such notice to be clearly visible and unobstructed. If Subtenant charges any price to a customer in excess of the price which would satisfy the aforesaid street

pricing policy in violation of its obligations under this Agreement, the amount of such excess shall constitute an overcharge which shall, upon demand by the Port Authority, BAAN or Subtenant's customer, be promptly refunded by the Subtenant to the customer.

(C) Subtenant shall submit to BAAN from time to time, and within twenty (20) days of the end of each Sublease Year, an annual pricing report demonstrating compliance by Subtenant with the aforementioned pricing requirements. For purposes of establishing the Street Price of an item, any difference in the size or quality of a product or service shall constitute a price differential.

7.5 2000 Clause

Subtenant warrants and represents that any computer system used by Subtenant in connection with its obligations under this Agreement shall:

1. Handle date information before, during and after January 1, 2000, including, but not limited to, accepting date input, providing date output, and performing calculations on dates or portions of dates;
2. Function accurately and without interruption before, during and after January 1, 2000 without any changes in operation associated with the advent of the new century;
3. Respond to two-digit input in a way that removes ambiguity as to century in a disclosed, defined and pre-determined manner;
4. Store and provide output of date information in ways that are unambiguous as to century; and
5. Recognize that the year 2000 is a leap year, specifically that February 29, 2000 is a valid date.

7.6 Management

(A) Subtenant shall maintain a full time professional staff at the Terminal during the Sublease Term to implement the concession program and to serve as a liaison with BAAN. BAAN reserves the right, not to be unreasonably withheld, to approve the key management personnel responsible for the day-to-day operation of the Premises. BAAN also reserves the right (which shall not be unreasonably exercised) to require Subtenant to remove and replace any of the key management personnel who are not performing up to standards consistent with the fulfillment of Subtenant's obligations under this Agreement. If BAAN determines that any key management personnel should be replaced, BAAN will detail its objection in writing to Subtenant and afford Subtenant the opportunity to review and comment on such removal.

(B) Subtenant shall monitor and use reasonable efforts to remedy problems and issues raised by Airport patrons with respect to the operation of the Premises, and shall answer all written customer complaints within seven (7) days after receipt of the same, and shall further supply BAAN with a copy of any such complaint and the reply thereto.

7.7 Operating and Maintenance

(A) Throughout the Sublease Term, the operation, maintenance and repair of the Premises shall be the obligation and responsibility of the Subtenant and the Subtenant shall, at its own expense, maintain or cause to be maintained, and shall keep or cause to be kept, the Premises in a good, safe, clean and orderly condition and repair. All retail operations shall be licensed and maintained in accordance with all applicable local, State and federal rules, as well as Airport regulations and standards. The Premises shall be subject to periodic inspections by BAAN or the Port Authority and any other government agency having jurisdiction over such operations, and Subtenant shall promptly correct or cause to be corrected all deficiencies reported by any governmental agency having jurisdiction over the operation of the Premises. Copies of all inspection reports shall be forwarded to BAAN and the Port Authority immediately upon receipt by Subtenant. As part of Subtenant's maintenance responsibilities, the hood and ventilation system servicing the Premises must be cleaned and maintained, from inside the unit through the ductwork to the roof top fan, on a monthly basis at Subtenant's cost and expense. Written documentation of this work must be supplied to BAAN on or before the seventh (7th) day of the next following month. Also, should any corrective work be necessary for any portion of the hood and ventilation system, Subtenant shall be responsible for the immediate repair and costs therefore whether it is inside the unit or outside the unit.

(B) Subtenant shall remain open for business and continuously operate its business each day at least from 7 a.m. through 11 p.m. or during such other period as the General Manager of the Airport, from time to time by notice to Subtenant, may determine, in his/her sole and absolute discretion, shall properly serve the needs of the public.

(C) Subtenant must operate its business so as to maximize its revenues in accordance with business standards observed generally by well-run business enterprises of regional or national scope and open for and conduct business serving the public each and every day during the term of this Agreement there being no exceptions or modifications of such standards on account of holidays or other circumstances. None of the foregoing provisions of this Section 7.7 shall either detract from, vitiate or limit any other requirement of this Agreement.

(D) Subtenant shall commit no unlawful nuisance, waste or injury on the Premises and shall not do or permit to be done anything which may result in the creation or commission or maintenance of such nuisance, waste or injury on the premises.

(E) Subtenant shall not create nor permit to be caused or created upon the Premises, any unusual, noxious or objectionable vapors, odors or smokes.

(F) Subtenant shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of any drainage and sewerage system, water system, ventilation, air-conditioning and heating systems, communications system, elevators and escalators, electrical system, fire-protection system, sprinkler system, alarm system, fire hydrants and hoses and other utility and other systems, if any, installed or located on, under, in or adjacent to the Premises now or in the future.

(G) Subtenant shall not do or permit to be done any act or thing upon the Premises (1) which will invalidate or conflict with any fire insurance, extended coverage or rental insurance policies covering the Premises or any part thereof, the Terminals or the Airport, or any part thereof, or (2) which in the opinion of BAAN or the Port Authority, may constitute an extra-hazardous condition, so as to increase the risks normally attendant upon the operations contemplated by this Agreement. Subtenant shall promptly observe, comply with, and execute the provisions or any and all present and future rules

and regulations, requirements, orders and directions of the Insurance Services Office and New Jersey and the National Fire Protection Association, or of any other board or organization exercising or which may exercise similar functions, which may pertain or apply to the use, occupancy or operations of or at the Premises, and Subtenant shall, subject to and in accordance with the provisions of Section 3.2 hereof, make any and all non-structural improvements, alterations or repairs of the Premises required at any time hereafter by any such present or future rule, regulation, requirement, order or direction. If by reason of any failure on the part of Subtenant to comply with the provisions of this paragraph, any fire insurance rate, extended coverage or rental insurance rate on the Premises or any part thereof, or on the Airport or any part thereof, shall at any time be higher than it would be if the Premises were properly used for the purposes permitted hereunder, then Subtenant shall pay to BAAN or the Port Authority, as an item of Additional Rent, that part of all insurance premiums paid by BAAN or the Port Authority which shall have been charged because of such violation or failure.

(H) Subtenant shall not dispose of nor permit any one to dispose of any waste material (whether liquid or solid) by means of the toilets, manholes, sanitary sewers or storm sewers in the Premises or on the Airport except after treatment in installations or equipment included in plans and specifications to and approved by BAAN and the Port Authority.

(I) Subtenant shall not keep or store during any 24-hour period flammable liquids within any enclosed portion of the Premises in excess of Subtenant's working requirements during the said 24-hour period. Any such liquids having a flash point of less than 110°F. shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories or the Factory Mutual Insurance Association.

(J) Subtenant shall not operate or permit others to operate any engine or any item of automotive equipment on the Premises or the Terminals unless such space is adequately ventilated and unless such engine or item of automotive equipment is equipped with a proper spark-arresting device which has been approved in writing by BAAN and the Port Authority.

(K) Subtenant shall not install, maintain or operate, or permit the installation, maintenance or operation on the premises of any vending machine or device designed to dispense or sell food, beverages, tobacco, tobacco products or merchandise of any kind whether or not included in the above categories, or of any equipment or device (other than automated teller machines) for the furnishing to the public of service of any kind including, without limitation, telephone pay stations.

(L) The Port Authority, by itself or by its contractors, lessees or permittees, shall have the exclusive right to install, maintain and receive the revenues from all coin-operated or other vending machines or devices installed by it and operated on the premises for the sale of merchandise of all types or for the rendering of services.

(M) Subtenant shall not overload any floor and shall repair any floor, including supporting members, and any paved area damaged by overloading. Nothing in this paragraph (M) or elsewhere in this Agreement shall be, or be construed to be, a representation by BAAN or the Port Authority of the weight any floor or paved area will bear.

(N) Subtenant shall not use or permit the use of the Premises for the sale of tickets for air or ground transportation of persons, baggage or other property.

(O) Subtenant shall not fuel or defuel or permit the fueling or defueling of any automotive vehicle or other equipment on the Premises without the prior approval of the General Manager of the Airport.

(P) Subtenant shall not use or permit the use of any truss or structural supporting member of the building or roof or any part thereof for the storage of any material or equipment, or to hoist, lift, move or support any material or equipment or other weight or load, by means of said trusses or structural supporting members.

(Q) Subtenant shall not paint, inscribe or decorate or place, affix or apply anything on or to any glass or glass frame or support which is part of a Food Court enclosure or on or to the exterior of any demising element separating the Premises from other areas of the Terminals or the Airport except as may be expressly approved by BAAN and the Port Authority in writing.

(R) Subtenant shall not place any additional lock on or change any lock or the operational (including security) mechanism of or with respect to any door at the perimeter of the Premises or any part of a Terminal to which it may be afforded access by BAAN and the Port Authority in the performance by Subtenant of its obligations under this Agreement.

[Those subtenants whose premises are a part of any food (or other) court area, which provides among other amenities common seating shall pay a "Food Court Maintenance Fee". During the first Sublease Year the Food Court Maintenance Fee shall be equal to [_____] per square foot. For each Sublease Year after the first Sublease Year, the Food Court Maintenance Fee shall be escalated based on the Price Index in the manner delineated in Section 4.3 above. The annual Fee shall be divided by twelve and payable monthly in advance.]

7.8 Minimum Capital Investment/Refurbishment

In addition to the on-going, routine maintenance described in Section 7.7 above, Subtenant shall be subject to obtaining the consent of BAAN to refurbish the Premises regularly, and shall budget and spend such funds as required from time to time to maintain the standards of quality required hereunder. Subtenant shall make a minimum capital investment in the form of construction, finishing and equipping (including, without limitation, furniture and replacements therefor) to improve the space at the beginning of the Sublease Term in accordance with, and in such amounts as are set forth on, Exhibit G attached hereto. Subtenant shall also make minimum refurbishment investments in the amounts set forth below. Such minimum capital investment and minimum refurbishment investments are material terms of this Agreement and Subtenant's covenants to make such respective investments are each a material inducement for BAAN to enter into this Agreement upon which BAAN relies.

Type of Subtenant <u>Activity</u>	Minimum Refurbishment <u>Investment*</u>
Retail	
Kiosk/small	\$37.50/sq. ft.
Large	\$37.50/sq. ft.
Food and beverage	
Kiosk/small	\$50/sq. ft.
Large	\$50/sq. ft.

*Subtenant shall be obligated to complete its refurbishment by the following anniversary dates, of this Agreement which dates shall refer to the anniversary of the date on which the subject space is operated for any permitted use under this Agreement: the fifth (5th) anniversary for retail subtenants and the seventh (7th) anniversary for food and beverage subtenants. A kiosk or small unit shall be understood to be one which is less than or equal to 350 square feet and a large unit shall be understood to be one which is in excess of 350 square feet.

[Food and beverage subtenants: the capital investment in the subject space shall be undertaken in such amounts and at such times, in addition to the minimum amounts and on earlier dates than the deadline dates listed above, if necessary, in order to prevent the Premises from appearing worn or shabby to its patrons. The determination as to whether the Premises appear worn and shabby shall be made by BAAN and the Port Authority in their sole and absolute discretion and such determination shall be final and binding upon Subtenant.]

7.9 Trash Removal

BAAN shall, on behalf of Subtenant and other subtenants in the Terminals, contract with the refuse disposal company which services the Airport for the handling, disposal and removal of all trash, garbage and other refuse from centralized locations near the Premises, and Subtenant (i) shall be responsible for removal of trash from the Premises to a dumpster, in a fashion to be determined by BAAN, at Subtenant's expense, and (ii) shall pay all costs associated with the handling and disposal of all trash, garbage and other refuse generated from the operation of the Premises. As payment to BAAN for the costs associated with the removal of trash from the Premises, Subtenant shall pay to BAAN each month, as an item of Additional Rent, \$_____ per square foot of the Retail Premises. Subtenant shall provide and use suitable covered metal receptacles for all such garbage, trash and other refuse on the Premises. Subtenant shall not pile boxes, cartons, barrels, pallets, debris or similar items in an unattractive or unsafe manner on or about the Premises or the Terminals.

7.10 Signage and Advertising

(A) Subtenant will not place or suffer to be placed or maintained on the exterior of the Premises (or on the interior visible from the exterior or at or on any other portion of the Airport outside the Premises) any sign, advertising matter or any other thing of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass of any window, door of the Premises or the exterior demising walls of the Premises unless and to the extent permitted by BAAN and approved by the Port Authority. Subtenant will, at its sole cost and expense, maintain such sign, decoration, lettering, advertising matter, or other thing as may be permitted hereunder in good condition and repair at all times.

Upon the expiration of the Sublease Term or earlier termination of this Agreement, Subtenant shall, at Subtenant's cost at the request of BAAN, remove or recover any and all signs and restore the Premises and any portion of the Terminals affected by such signs to the condition it was in prior to the installation of any such signs.

(B) BAAN shall have the right to review and approve any advertising or promotion of Subtenant's operations at the Premises or in the Airport, to assure consistency with BAAN's and the Port Authority's promotional materials and strategies and with the image of the retail area and the Airport which BAAN and the Port Authority are then attempting to establish or preserve.

7.11 Nondiscrimination

To the extent that the following provisions may be applicable to the Subtenant's activities as permitted or required by this Agreement, and their inclusion herein required by law or contract, the Subtenant agrees to observe and comply as follows:

(A) Subtenant agrees that in connection with any activities required or permitted by this Agreement and in all of Subtenant's operations on and about the Premises:

1. Subtenant will provide products and furnish services on a fair, equal and not unjustly discriminatory basis to all purchasers or users thereof; and

2. Subtenant will charge fair, reasonable and not unjustly discriminatory prices for each unit sold or service furnished, except that the Subtenant may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. Notification of all promotion and discounting activity is required and is subject to prior written approval from BAAN.

(B) Subtenant agrees as a part of the consideration hereof, that if facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a Department of Transportation program or activity is extended or for any other purpose involving the provisions of similar services or benefits, such facilities and services shall be maintained and operated in compliance with all other requirements imposed by the Employment Regulations, as such Employment Regulations may be amended.

(C) Subtenant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, or in the procurement of materials or leases of equipment and shall comply with the provisions of Exhibit F attached hereto. The Subtenant shall not participate either directly or indirectly in any discrimination prohibited by Section 21.5 of the Employment Regulations, including employment practices, if Subtenant's activities include programs set forth in Appendix B of the Employment Regulations.

(D) In all solicitations either by competitive bidding or negotiations by the Subtenant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Subtenant of the Subtenant's obligation under this Agreement and the Employment Regulations relative to nondiscrimination on the grounds of race, color or national origin.

(E) The Subtenant shall provide all information and reports required by the Employment Regulations or directives issued pursuant thereto. The Subtenant shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by BAAN or the FAA to be pertinent to ascertain compliance with such Employment Regulations or directives. Where any information required of the Subtenant is in the exclusive possession of a third party and such party fails or refuses to furnish such information, Subtenant shall certify such failure or refusal to BAAN or the FAA as appropriate and shall set forth what efforts Subtenant has made to obtain the information.

(F) The incorporation of these provisions is required by the FAA pursuant to Title 14, Code of Federal Regulations, Part 152, 45 Federal Regulations 10184 (February 14, 1980), as a condition of and prerequisite to the Port Authority's receipt of Federal assistance in connection with the Airport.

(G) In addition to and without limiting any other term or provision of this Agreement, Subtenant 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. Subtenant 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 subpart. Subtenant also shall require that its covered suborganizations provide assurances to Subtenant 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.

(H) In addition to and without limiting any other term or provision of this Agreement, Subtenant 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 retaining, including apprenticeship and on-the-job training. In addition to and without limiting the foregoing, and without limiting the provisions of Exhibit F hereof, Subtenant, in connection with its continuing operation, maintenance and repair of the Premises or any portion thereof, as provided in this Agreement, shall throughout the Sublease 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 Subtenant, to ensure, to the extent feasible and consistent with cost competitiveness and other considerations properly present in the exercise of good business judgment, maximum opportunities for employment and contracting by minorities and women, and by Minority Business Enterprises ("MBEs") and Women-owned Business Enterprises ("WBEs"). In meeting the said commitment, Subtenant shall submit to BAAN and the Port Authority for their review and approval Subtenant's said extensive affirmative action program, including the specific affirmative action steps to be taken by the Subtenant to meet its aforesaid commitment within sixty (60) days after the execution of this Agreement. Subtenant shall incorporate in its said program such revisions and changes which BAAN or the Port Authority initially or from time to time may reasonably require. Subtenant throughout the Sublease Term shall document its efforts in implementing the said program, shall keep BAAN and the Port Authority fully advised of Subtenant's progress in implementing the said program and shall supply to BAAN and the Port Authority such information, data and documentation with respect thereto as BAAN or the Port Authority may from time to time and at any time request, including but not limited to annual reports.

"Minority" as used herein shall have the meaning as defined in Paragraph II(c) of Part I of Exhibit F.

"Minority Business Enterprise" (MBE) as used herein shall have the meaning as defined in the first paragraph of Part II of Exhibit F.

"Women-owned Business Enterprise" (WBE) as used herein shall have the meaning as defined in the first paragraph of Part II of Exhibit F.

"Good faith efforts" to include meaningful participation by MBEs and WBEs shall include at least the following:

- (i) Dividing the work to be subcontracted into smaller portions where feasible.

(ii) Actively and affirmatively soliciting bids for subcontracts from MBEs and WBEs, including circulation of solicitations to minority and female contractor associations. Subtenant shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation as called for in this Section 7.11 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.

(iii) Making plans and specifications and prospective work available to MBEs and WBEs in sufficient time for review.

(iv) Utilizing the list of eligible MBEs and WBEs maintained by BAAN or by Port Authority or seeking minorities and women from other sources for the purpose of soliciting bids for subcontractors.

(v) Encouraging the formation of joint venturers, partnership or other similar arrangements among subcontractors, where appropriate, to insure that the subtenant will meet its obligations hereunder.

(vi) Insuring that provision is made to provide progress payments to MBEs and WBEs on a timely basis.

(vii) Submitting quarterly reports to BAAN and the Port Authority (Office of Business and Job Opportunity) detailing its compliance with the provisions hereof.

Subtenant's non-compliance with the provisions of this Section 7.11 shall constitute a material breach of this Agreement. In the event of the breach by Subtenant of any of the above provisions of this Section 7.11 each of BAAN and the Port Authority may take any appropriate action to enforce compliance; or in the event such non-compliance shall continue for a period of twenty (20) days after receipt of written notice from BAAN or the Port Authority, BAAN and the Port Authority each shall have the right to terminate this Agreement and the letting hereunder with the same force and effect as a termination under the section of this Agreement providing for termination for default by the Subtenant in the performance or observance of any other term or provision of this Agreement, or may pursue such other remedies as may be provided by law.

In the implementation of this Section, BAAN and the Port Authority may consider compliance by Subtenant with the provisions of any federal, State or local law concerning affirmative action-equal employment opportunity which are at least equal to the requirements of this Section 7.11 as effectuating the provisions of this Section 7.11. If BAAN or the Port Authority determines that by virtue of such compliance with the provisions of any such federal, State or local law that the provisions hereof duplicate or conflict with such law BAAN or the Port Authority may waive the applicability of the provisions of this Section 7.11 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.

(I) In the event of any breach of any of the above nondiscrimination covenants and should the Port Authority obligate BAAN to do so by enforcing the Port Authority's rights under the Master Lease, BAAN shall have the right to terminate this Agreement, reenter and repossess the Premises and assert any and all other rights and remedies provided herein or at law or in equity. Additionally, in the

event the Subtenant shall fail to keep, perform and observe said covenants and the Port Authority does not exercise the right to force BAAN to terminate this Agreement as described in the preceding sentence and should the failure continue for a period of twenty (20) days after BAAN shall have given Subtenant written notice specifying such failure, requesting that it be remedied and stating BAAN's intention to terminate the Subtenant's rights hereunder if failure is not remedied, BAAN shall have the right to terminate this Agreement, reenter and repossess the Premises and assert any and all other rights and remedies provided herein or at law or in equity. Notwithstanding the foregoing sentence or any other provision of this Agreement, any such failure which can be remedied, but which cannot with due diligence be remedied within such twenty (20) day period, shall not give rise to BAAN's right to terminate this Agreement if corrective action is instituted by Subtenant within the applicable period and diligently pursued until the failure is remedied, provided, however, that such additional time to cure such failure may not exceed an additional sixty (60) days whereupon BAAN shall, after the expiration of such additional period, have the right to terminate this Agreement, reenter and repossess the Premises and assert any and all other rights and remedies provided herein or at law or in equity.

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

(K) Without limiting the generality of the preceding material of this subsection (J), this Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23, subpart F. Subtenant 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.

(L) Subtenant agrees to include the above statements in subsections (J) and (K) above in any subsequent concession agreements that it enters and cause those businesses to similarly include the statements in further agreements, the foregoing not to be construed as approval by BAAN or the Port Authority of any such agreements as required.

(M) Subtenant shall furnish good, prompt and efficient service hereunder, adequate to meet all demands therefor at the Terminals; furnish said service on a fair, equal and non-discriminatory basis to all users thereof; and without being construed in derogation of Section 7.4, charge fair, reasonable and non-discriminatory prices for each unit of sale or service, provided that the subtenant may make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

(N) Without limiting the generality of any of the provisions of this Agreement, Subtenant for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant

and agree as a covenant running with the land that (1) no person on the grounds of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises by it, (2) in the construction of any improvements on, over, or under the Premises and furnishing of services thereon by it, no person on the ground of race, creed, color, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, and (3) Subtenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, and any other present or future laws, rules, regulations, orders or directions to the United States of America with respect thereto which from time to time may be applicable to Subtenants' operations at the Airport, whether by reason of agreement between the Port Authority and the United States Government or otherwise.

7.12 [RESERVED]

7.13 Observance of Statutes

Subtenant shall observe and comply with any and all federal, State or local statutes, ordinances, regulations and standards in the development, construction, operation, management and use of the Premises and as may be necessary for the Subtenant to obtain all required occupancy permits or certificates of the Premises, including, but not limited to, rules and regulations promulgated from time to time by the Port Authority for the administration of the Airport, all rules and regulations promulgated from time to time by the FAA, and all Environmental Laws.

7.14 Mechanic's Liens

(A) In completing the Premises and in making any alterations and improvements to the Premises thereafter, Subtenant shall cause each contractor to execute a written construction agreement which shall contain what is commonly referred to as a "No-Lien" or "Waiver of Lien" provision and which agreements shall provide that sufficient notice of such provision shall be given to all subcontractors, materialmen and/or laborers in the manner authorized by applicable state law, whether by actual notice or by recordation of said No-Lien agreement within the prescribed statutory period, so as to sufficiently bind all subcontractors, materialmen and/or laborers to the terms of such No-Lien agreement. In the event any lien is made or filed as a result of any work done by or on behalf of Subtenant, Subtenant shall cause the same to be discharged by deposit, bonding, payment or otherwise within ten (10) days after the earlier of (a) Subtenant's receipt of notice thereof or (b) the recordation of such lien. If Subtenant shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy which BAAN may have, BAAN may, but shall not be obliged to, discharge said lien either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceeding, and in any event, BAAN shall be entitled, if BAAN so elects, to compel the prosecution of any action for the foreclosure of such lien by the lienor with interest, costs and expenses. Any amount so paid by BAAN and all costs and expenses incurred by BAAN in connection therewith, together with interest thereon from the respective dates of BAAN's making of the payment and incurring of the cost and expense shall constitute additional rent payable by Subtenant under this Agreement and shall be paid by Subtenant to BAAN on demand. The aforesaid interest shall be at the rate specified in Section 4.5 above if Subtenant is not a corporation, the aforesaid rate or such lesser rate as shall be the maximum permitted by law. Nothing herein contained shall be construed as a consent on

the part of BAAN to subject the estate of BAAN to liability under any applicable Mechanics' Lien Law, it being expressly understood that BAAN's and the Port Authority's estate shall not be subject to such liability. Nothing contained in or contemplated by this Agreement shall be deemed or construed in any way as constituting the consent or request of BAAN, by inference or otherwise, for the performance of any work or service or the furnishing of any materials for which any lien could be filed against the Premises or the Terminals or any part thereof, nor as giving Subtenant any right, power or authority to contract for or permit the performance of any work or services or the furnishing of any materials for which any lien could be filed against the Premises or the Terminal or any part thereof.

7.15 Payment of Taxes

Subtenant shall pay during the Sublease Term as the same become due, all taxes, licensing fees and governmental charges of any kind whatsoever, including but not limited to "Real Estate Taxes", that may at any time be lawfully assessed or levied against or with respect to the Premises or any machinery, equipment or other property installed or brought by the Subtenant therein or thereon and all assessments, licensing fees and charges lawfully made by any governmental body for public improvements related to the Premises.

7.16 Performance by BAAN

If the Subtenant fails to perform any of its obligations under this Agreement for any reason for a period of thirty (30) days after delivery by BAAN of notice of such failure, BAAN may, but shall not be obliged to, perform such obligations at Subtenant's costs. Notwithstanding the foregoing, if the Subtenant's failure to perform its obligations under this Agreement would, in BAAN's opinion, endanger the safety of the public or the employees of BAAN, then BAAN may (but shall not be obligated to) perform the Subtenant's obligations at any time after the giving of such notice. Subtenant shall promptly reimburse BAAN for all costs and expenses incurred by BAAN in performing such obligations.

7.17 Deliveries

(A) BAAN shall contract with an operator (the "Deliverer") who shall serve as the exclusive distributor of goods within the Terminals. Subtenant shall contract with the Deliverer for the acceptance of Subtenant's goods from Subtenant's off-Airport suppliers to the Deliverer's on-Airport warehouse.

(B) Subtenant in transferring any merchandise, equipment, stock or consumable items within or about the Terminals shall only do so in full compliance with any regulation notified to Subtenant by BAAN or the Port Authority. Such regulation may restrict the time and day of delivery or the manner of delivery, method of delivery, the areas of delivery or the person or persons by whom delivery may be effected.

(C) Beginning on the Date of Beneficial Occupancy until _____ and appropriately prorated for any Partial Sublease Year, Subtenant shall pay as a "Distribution Charge" _____ Dollars (\$____) per square foot per year during the first Sublease Year to BAAN, for the cost of a distribution system, said distribution system to be utilized by Subtenant to move goods throughout the restricted areas of the Airport. Commencing _____, the Distribution Charge shall be _____ Dollars (\$____) per square foot per year to said contractor and for each Sublease Year after the first Sublease Year, the Distribution Charge shall be escalated based on the Price Index in the manner delineated in Section 4.3 above. The annual Charge shall be divided by twelve and payable monthly in advance.

7.18 Affirmative Action

(A) Subtenant 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, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Subtenant assures BAAN and the Port Authority 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. Subtenant assures to BAAN and the Port Authority that it will require that its covered suborganizations provide assurances to BAAN and the Port Authority 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.

(B) In addition to and without limiting any other term or provision of this Agreement, Subtenant 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.

(C) In addition to and without limiting the foregoing, and without limiting the provisions of Exhibit F hereof, it is hereby agreed that Subtenant commits to the Port Authority in connection with (i) its continuing operation, maintenance and repair of, and operations at, the Premises, or any portion thereof, including without limitation all purchasing, procurement and subcontracting opportunities associated with the conduct of its functions and/or operations under this Agreement (e.g., the purchase of equipment, supplies, labor and other services), and (ii) every sublease or agreement hereunder for concessions or consumer services in the Premises throughout the Sublease Term to use good faith efforts to implement an extensive program of affirmative action. Such affirmative action program shall include specific affirmative action steps to be taken by Subtenant, to provide to the maximum extent feasible and consistent with the exercise of good business judgment, including, without limitation, the consideration of cost competitiveness, the following: (1) with respect to clause (i) matters, meaningful participation (as defined herein) to ensure maximum opportunities for contracting by Minority Business Enterprises and Women-owned Business Enterprises and (2) with respect to clause (ii) matters, meaningful interest (as defined herein) to ensure maximum ownership of said concessions and consumer services operations by Disadvantaged Business Enterprises.

"Meaningful Participation" shall mean at least twelve percent (12%) of the total dollar value of such purchases and subcontracts is from Minority Business Enterprises and that at least five percent (5%) of the total dollar value of such purchases and subcontracts is from Women-owned Business Enterprises.

In meeting the said commitments, Subtenant agrees to submit to each of BAAN and the Port Authority for its respective review and approval the said extensive affirmative action programs, including the specific affirmative action steps to be taken by Subtenant to meet its aforesaid commitment, within ninety (90) days after the approval by Port Authority of this Agreement. Subtenant shall incorporate in its program such revisions and changes which BAAN or the Port Authority initially or from time to time may reasonably require. Subtenant throughout the term of the letting hereunder shall document its efforts in implementing the program, shall keep BAAN and the Port Authority fully advised of Subtenant's progress in implementing the program and shall supply to BAAN and the Port Authority

such information, data and documentation with respect thereto as BAAN and the Port Authority may from time to time and at any time request, including but not limited to annual reports.

(D) 1. "Minority" as used herein shall have the meaning as defined in Paragraph II(c) of Part I of Exhibit F.

2. "Minority Business Enterprise" (MBE) as used herein shall have the meaning as defined in the first paragraph of Part II of Exhibit F.

3. "Women-owned Business Enterprise" (WBE) as used herein shall have the meaning as defined in the first paragraph of Part II of Exhibit F.

4. "Disadvantaged Business Enterprise" (DBE) as used herein shall have the meaning as defined in paragraph (E) below.

5. Good faith efforts to realize meaningful participation by MBEs and WBEs shall have the meaning described in subsection (H) of Section 7.11 hereof.

6. Good faith efforts to realize meaningful interest by DBEs shall include at least the following:

(i) Actively and affirmatively soliciting interest from DBEs including circulation of solicitations to DBE contractor associations. Subtenant shall maintain records detailing the efforts made including the names and addresses of all DBEs contacted and, if any such DBE is not selected individually or as a joint venturer, the reasons for such decision.

(ii) Making information available to DBEs in sufficient time for review by them and a decision made as to their involvement.

(iii) Utilizing the list of eligible DBEs maintained by the Port Authority or seeking them from other sources.

(iv) Encouraging the formation of joint ventures, partnerships or other similar arrangements, where appropriate, to ensure that the DBE can meet its obligations hereunder.

(E) To qualify for certification by the Port Authority as a "DBE," a firm must be:

1. A small business concern; and

2. Owned and controlled by one or more socially and economically disadvantaged individuals; and

3. Actually managed and operated by one or more of the socially and economically disadvantaged individuals who control it.

With respect to a corporation, "control" as used in this Section shall mean legal and beneficial ownership by one person, firm or corporation, or a group acting in concert, of a majority of the issued and outstanding shares of the capital stock and voting rights of another corporation. With respect to a person

or firm other than a corporation, "control" as used in this paragraph shall mean the power to direct the management and policies of such person or firm, whether by legal or beneficial ownership or otherwise.

Determination of Business Size:

- (1) The size standards established by the SBA in 13 CFR Part 121, as revised on May 25, 1988, are used for making size determinations.
- (2) No retail firm is considered small if, including its affiliates, it averaged annual gross sales in excess of \$30 million over the previous three fiscal years.
- (3) All affiliates of a firm, as well as the firm itself, are considered when determining gross sales earned or number of persons employed. Affiliation exists if one firm controls or has the power to control the other, or a third party or parties control or has the power to control both firms:

Socially and Economically Disadvantaged Individuals:

- (1) Any person having a current 8 (a) certification from the Small Business Administration is considered to be socially and economically disadvantaged.
- (2) The Port Authority makes a "rebuttable presumption" that individuals in the following groups who are citizens of the United States (or lawful permanent residents) are socially and economically disadvantaged:
 - (i) Hispanic Americans (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race);
 - (ii) Black Americans (a person having origins in any of the Black racial groups of Africa);
 - (iii) Native Americans (a person who is an American Indian, Eskimo, Aleut or Native Hawaiian);
 - (iv) Asian-Pacific American (a person having origins from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas);
 - (v) Asian-Indian Americans (a person whose origins are from India, Pakistan and Bangladesh); and
 - (vi) Women.

The Port Authority will generally assume that business owners who fall into one of these groups are socially and economically disadvantaged. Their disadvantaged status will not generally be investigated unless a third party challenge is made.

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

The Port Authority has compiled a list, which may be supplemented and revised from time to time by Port Authority, to indicate the firms the Port Authority determines satisfy the criteria for DBE certification. Such list shall be made available upon request. The Port Authority makes no representation as to the financial responsibility of such firms, their technical competence to perform, nor any other performance-related qualifications. Only listed DBEs and such firms not so listed but certified by the Port Authority as DBEs hereunder will count towards the DBE goals.

Certification of DBEs hereunder shall be made by the Office of Business and Job Opportunity of the Port Authority. To utilize a firm not so listed, there must be submitted to the Port Authority a written request for a determination that the proposed firm is eligible for certification. This shall be done by completing and forwarding such form as may be required by the Port Authority from time to time. All such requests shall be in writing addressed to the Office of Business and Job Opportunity, The Port Authority of New York and New Jersey, One World Trade Center, 63 East, New York, NY 10048. Eligibility for certification shall only be made in writing over the name of the Director in charge of the Office of Business and Job Opportunity. The determination of the Port Authority shall be final and binding on the applicant. For inquiries or assistance please contact Mr. John Alexander, or his successor, at (212) 435-6513.

(F) With respect to the matters falling under clause (i) of paragraph C of this Section 7.18.

1. It is agreed that Subtenant shall develop on-the-job training opportunities and/or participate in training programs including upgrading programs and apprenticeship and trainee programs relevant to its respective employment needs.
2. Subtenant shall employ and train all operations, maintenance and other personnel required for the performance of the applicable matter. In addition to the training of the initial personnel staff, Subtenant shall train replacement personnel as needed to meet staffing requirements.
3. Subtenant shall also place in effect a testing program whereby personnel within a specific job classification are tested initially and periodically retested for proficiency within that job classification. With concurrence by the Port Authority, certain job classifications may be exempted from such testing or retesting.
4. Subtenant shall provide all instructors, literature, training aids, and equipment necessary to train personnel. Subtenant shall provide sufficient classroom and on-the-job training for personnel to ensure their

competence. The training shall provide at least three (3) months of on-the-job training for all personnel. Personnel will be required to pass the testing program appropriate to their positions prior to assuming those positions on a full time basis. Subtenant shall administer such tests and retrain personnel as needed.

5. Subtenant shall document its efforts in implementing the said program, shall keep the Port Authority fully advised of the Subtenant's progress in implementing the said program and shall supply to the Port Authority such information, data and documentation with respect thereto as the Port Authority may from time to time and at any time request. Such material shall include but is not limited to providing the Port Authority within a month following the commencement of the term of this Agreement and any sublease, as the case may be, and whenever thereafter requested by the Port Authority a list of skilled and unskilled positions and supervisory and management positions required to complete and sustain performance.

(G) Subtenant's non-compliance with the provisions of this Section shall constitute a material breach of this Agreement. In the event of the breach by Subtenant of any of the above provisions, BAAN or the Port Authority may take any appropriate action to enforce compliance; or in the event of such non-compliance shall continue for a period of twenty (20) days after receipt of written notice from BAAN or the Port Authority, BAAN or the Port Authority shall each have the right to terminate this Agreement and the letting hereunder with the same force and effect as a termination under the Section of this Agreement providing for termination for default by Subtenant in the performance or observance of any other term or provision of this Agreement or may pursue such other remedies as may be provided by law.

(H) In the implementation of this Section, the Port Authority may consider compliance by Subtenant with the provisions of any federal, State or local law concerning affirmative action-equal employment opportunity which are at least equal to the requirements of this Section, as effectuating the provisions of this Section. If the Port Authority determines that by virtue of such compliance with the provisions of any such federal, State or local law that the provisions hereof duplicate or conflict with such law the Port Authority may waive the applicability of the provisions of this Section to the extent that such duplication or conflict exists.

(I) 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.

8. INDEMNIFICATION AND INSURANCE

8.1 Indemnification

(A) Subject to the provisions of Section 8.1(D), the Subtenant shall defend, indemnify and hold harmless BAAN, its officers, agents and employees and the Port Authority, its commissioners, officers, employees and representatives from and against any and all loss, liability, damages of whatever nature, causes of action, suits, claims, demands, judgments, awards and settlements including, without limitation, payments of claims or liability resulting from any injury or death of any person or damage to or destruction of any property, arising in connection with the use of the Premises or any part of the Airport by Subtenant and resulting from:

1. The willful misconduct, or the negligent or tortious act or omission of the Subtenant, its officers, agents, employees, licensees, contractors, subcontractors, representatives, guests, invitees and/or business visitors; or

2. The violation by the Subtenant of any agreement, covenant or condition of this Agreement;

except to the extent any such injury, death or damage is solely caused by the willful misconduct or grossly negligent act or omission of BAAN or its officers, agents, employees, licensees (other than the Subtenant), contractors, subcontractors, representatives, guests, invitees and/or business visitors.

(B) Subtenant agrees to defend, indemnify and hold harmless BAAN and the Port Authority, and their respective officers, agents and employees, together with the commissioners of the Port Authority, from and against any and all claims or liability for compensation under any workers compensation statute arising out of injuries sustained by any employee of the Subtenant, except to the extent solely caused by the willful misconduct or grossly negligent act or omission of BAAN or its officers, agents, employees, licensees (other than the Subtenant), contractors or subcontractors. However, nothing in this subsection 8.1(B) is intended or shall be construed to obligate the Subtenant to defend, indemnify or hold BAAN harmless from or against any claim or liability under any workers compensation statute arising out of any injury sustained by any employee of BAAN in the course of his or her BAAN employment except to the extent solely caused by the willful misconduct or grossly negligent act or omission of Subtenant or its officers, agents, employees, licensees (other than BAAN), contractors or subcontractors. The Subtenant covenants that it shall cause its licensees, contractors, and subcontractors to maintain in effect at all times workers compensation insurance as required by law.

(C) The Subtenant agrees to indemnify BAAN from, and to assume all liability for, all taxes and assessments, including such real estate taxes and assessments as may from time to time be imposed by the Port Authority and any other taxing jurisdiction or governmental entity, which are levied or assessed on the Premises pursuant to this Agreement, or which arise out of the operations of the Subtenant or by reason of the occupancy of the Premises by Subtenant. The Subtenant may, at its own risk, cost and expense, and at no cost to BAAN contest by appropriate judicial or administrative proceedings, the applicability or the legal or constitutional validity of any such tax or assessment, and BAAN shall, to the extent permitted by law, execute such documents as are necessary to permit the Subtenant to contest or appeal the same. The Subtenant shall be responsible for obtaining bills for all of the said taxes and assessments directly from the taxing authority and shall promptly deliver to BAAN copies of receipts of payments.

(D) Subtenant shall reimburse BAAN and/or the Port Authority for the cost of any and all reasonable attorneys' fees and expenses incurred by BAAN and/or the Port Authority in connection with any matter that it is indemnified against by Subtenant hereunder.

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

(F) The indemnification of BAAN and the Port Authority by Subtenant pursuant to this Section 8.1 shall survive the expiration or sooner termination of this Agreement.

8.2 Insurance Required by Subtenant

Except as provided in Section 8.3 below, Subtenant shall, at its own cost and expense, maintain in effect the following insurance coverage at all times during the term of this Agreement, and, prior to or contemporaneous with the execution of this Agreement, shall deliver to BAAN and the Port Authority certificates of insurance, issued by a company or companies authorized to do business in the State, with a financial rating of A. VIII or better as determined by A.M. Best Inc., or as deemed acceptable to BAAN evidencing the following coverage:

(A) Commercial general liability insurance covering: premises operations; explosions, collapse, and underground hazards; products liability and ongoing and completed operations; independent contractors; contractual liability on a blanket basis or contractual liability specifically covering this Agreement; personal injury liability (with employee exclusion deleted), on-Airport automobile coverage for all owned, non-owned, or hired motor vehicles used in connection with the Subtenant's obligations under this Agreement; fire legal liability with a limit of not less than Five Hundred Thousand Dollars (\$500,000); and broad form property damage against bodily injury and property damage claims. The commercial/comprehensive general liability coverage shall be subject to a limit of liability not less than a combined single limit of (i) Two Million Dollars (\$2,000,000) per occurrence and in the aggregate with respect to activity not taking place in , on or affecting the non-airside operations area, and (ii) Twenty-Five Million Dollars (\$25,000,000) per occurrence and in the aggregate, with respect to activity, if any, engaged in by Subtenant in, on or affecting the airside operations area. Such coverage shall be adjusted pursuant to the provisions of this Section 8.2. BAAN and Port Authority shall be named as additional insureds.

(B) Comprehensive automobile liability insurance against bodily injury and property damage claims, covering all owned, hired and non-owned motor vehicles, and providing automotive coverage for newly acquired vehicles covering bodily injury, including death and property damage liability, operating off the Airport which are used and operated in connection with the Subtenant's obligations under this Agreement, subject to a limit of liability of not less than One Million Dollars (\$1,000,000) per occurrence and in the aggregate, as adjusted pursuant to the provisions of this Section 8.2. BAAN and the Port Authority shall be named as additional insureds.

(C) Workers' compensation insurance as required by law.

(D) Replacement cost property insurance against all risks of direct physical loss to the Premises at any time during the Sublease Term by or from any peril not expressly excluded under the standard form of "all risk" fire and extended coverage policy then in use in the State, in an amount not less than 100% value of the replacement cost of the Subtenant Improvements and betterments.

(E) If applicable to the Permitted Retail Operations Liquor law legal liability insurance for bodily injury and property damage in the amount of Five Million Dollars (\$5,000,000) per occurrence and in the aggregate insuring against loss, damage, liability, suits, claims, costs and expenses by reason of the manufacture, storage, sale distribution, use or giving away of alcoholic liquors in, from and about the Premises, whether such liability arises under any present or future law, statute or ordinance of the State, or any other governmental authority, relating to the sale or other disposition of fermented alcoholic or other intoxicating liquors in, from, and or about the Premises, or in such amounts as shall be reasonably required by BAAN.

(F) Insurance against such other hazards, risks, or perils, and in such amounts as may reasonably be requested by BAAN and as, at the time, are customarily insured against with respect to improvements similar in character, size, general location, use and occupancy to the Premises.

(G) Builders risk coverage in an amount to be determined by BAAN prior to commencement of the construction of the Subtenant Improvements. The coverage will be required to remain in full force and effect during the construction of the Subtenant Improvements and any subsequent reconstruction and cover the Subtenant during the construction or reconstruction of the Premises.

(H) Any other insurance in amounts and containing provisions as BAAN and/or the Port Authority may reasonably require.

Each of the aforementioned certificates shall provide that such policies shall be primary to any other policies of insurance maintained by BAAN and the Port Authority to the extent of the Subtenant's indemnification obligations set forth in Section 8.1 and shall provide that such policies cannot be terminated, canceled or changed or modified in any manner that may adversely affect BAAN or the Port Authority, until after the issuing company has provided thirty (30) days' prior written notice to BAAN and the Port Authority. All the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protection afforded Subtenant thereunder with respect to any claim or action against the Subtenant by a third person shall pertain and apply with like effect with respect to any claim or action against Subtenant by BAAN or the Port Authority and shall also provide or contain an endorsement providing that the protection afforded BAAN or the Port Authority thereunder and with respect to any claim or action against BAAN or the Port Authority by Subtenant shall be the same as the protection afforded Subtenant thereunder with respect to any claim or action against Subtenant by a third person as if BAAN or the Port Authority were the named insured thereunder, but such endorsement shall not limit, vary, change or affect the protection afforded BAAN or the Port Authority thereunder as an additional insured. The said policy or policies of insurance shall also provide or contain a contractual liability endorsement covering all contractual and indemnity obligations assumed by the Subtenant under this Agreement. Further, the certificate of insurance shall provide that the insurer, without obtaining express advance permission from the General Counsel of the Port Authority, shall not raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority. Any and all deductibles in the insurance policies described above shall be assumed by and be for the account of, and at the sole risk of Subtenant. The workers compensation insurance requirement of Section 8.2 (C). may be satisfied by self-insurance evidenced by a certificate of self-insurance that complies with the requirements of the laws of the State. The Subtenant shall deliver to BAAN and the Port Authority fourteen (14) days before the date of the renewal of any policy of insurance required hereunder a renewal certificate that shall conform to the requirements set forth in this Section for the original certificates. BAAN shall have the right in its reasonable discretion to modify or waive in writing the insurance obligations of the Subtenant as required by this Agreement. The acceptance by BAAN of any policy, documentation, certificate or evidence of insurance submitted by Subtenant hereunder shall be without prejudice to Subtenant's obligations under this Section 8.2 and shall not act so as to absolve Subtenant from any obligation or responsibility hereunder.

8.3 Settlement and Payment of Claims

Except as otherwise specified in this Section 8.3, the loss, if any, under any policies provided for in Section 8.2 shall be adjusted with the insurance companies by Subtenant subject to the approval of BAAN, which approval shall not be unreasonably withheld or delayed. Proceeds of insurance resulting

from any property loss shall be paid by check made payable to both the Port Authority and Subtenant and delivered to BAAN. Upon approval by BAAN of Subtenant's repair and replacement plans, which approval shall not be unreasonably withheld or delayed, such proceeds shall be paid by Subtenant for the purpose of paying for the cost of restoring the Premises. Proceeds from any liability insurance shall be used to discharge the liability to which such proceeds pertain as expeditiously as possible. The foregoing shall not apply where Subtenant repairs damage from funds on hand prior to the receipt of insurance proceeds.

8.4 Failure to Insure

Failure by the Subtenant to take out or maintain, or the taking out or maintenance of any insurance required hereunder shall not relieve the Subtenant from any liability under this Agreement, nor shall the insurance requirements hereof be construed to conflict with or otherwise limit any contractual obligations, including those of indemnification, of the Subtenant contained herein. If the Subtenant shall fail to maintain the full insurance coverage required by this Agreement, BAAN may (but shall be under no obligation to) take out the required policies of insurance. All amounts advanced by BAAN in payment of the required premiums for such insurance shall become an additional rental obligation of the Subtenant to BAAN, which amounts the Subtenant agrees to pay on demand, with interest at the rate provided in Section 4.5 hereof.

8.5 Prohibition on Acts Affecting Insurance Coverage

The Subtenant shall not do or permit to be done anything, either by act or omission, which shall cause the cancellation of any policy of property insurance for the Airport, the Terminals, the Premises or any part thereof. If the Subtenant shall do or permit to be done anything, either by act or omission that shall cause an increase in the premiums for property insurance for the Airport, the Terminals, the Premises or any part thereof, the Subtenant shall either pay the amount of such increase, or purchase additional insurance in form satisfactory to BAAN. The Subtenant shall comply with all safety recommendations made by BAAN, the Port Authority or any insurance company.

8.6 Waiver of Subrogation

BAAN and Subtenant each hereby waive any and every claim for recovery from each other for any and all loss of or damage to the Premises or to the contents thereof, which loss or damage is covered by valid and collectible physical damage insurance policies. Inasmuch as this mutual waiver will preclude the assignment of any such claim by subrogation (or otherwise) to an insurance company (or any other person), BAAN and Subtenant each agree to give to each insurance company which has issued, or in the future may issue, to it policies of physical damage insurance, written notice of the terms of this mutual waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver. Subtenant also waives any and every claim for recovery from BAAN or the Port Authority for any and all loss of or damage to the Premises or to the contents thereof, which loss or damage is covered by valid and collectible physical damage insurance policies, to the extent that such loss or damage is recoverable under said insurance policies.

8.7 Waiver of Claim

To the extent not prohibited by law, BAAN and its respective directors, officers, agents, servants and employees and the Port Authority, its Commissioners, directors, officers, agents, servants and employees shall not be liable for any damage either to person or property or resulting from the loss of use thereof sustained by Subtenant or by other persons due to the Premises or any part thereof or any

appurtenances thereof becoming out of repair, or due to the happening of any accident or event in or about the Airport, including the Premises, or due to any act or neglect of any Subtenant or occupant of the Airport of any other person. This provision shall apply particularly, but not exclusively, to damage caused by gas, electricity, snow, frost, steam, sewage, sewer gas or odors, fire, water or by the bursting or leaking of pipes, faucets, sprinklers, plumbing fixtures and windows, and shall apply without distinction as to the person whose act or neglect was responsible for the damage and whether the damage was due to any of the causes specifically enumerated above or to some other cause of an entirely different kind. Subtenant further agrees that all personal property upon the Premises, or upon loading docks, receiving or holding areas, or freight elevators of the Terminal, shall be at the risk of Subtenant only, and that BAAN or the Port Authority shall not be liable for any loss or damage thereto or theft thereof.

9. EXPIRATION OF TERM AND TERMINATION BY SUBTENANT

9.1 Expiration

This Agreement shall expire and terminate at the end of the Sublease Term unless otherwise extended as permitted by subsection 2.2(B) and the Subtenant shall have no further right or interest in the Premises.

9.2 Termination by Subtenant

If the Subtenant is not in default in the payment of any amount due from it to BAAN hereunder, the Subtenant may terminate this Agreement prior to the scheduled expiration date set forth in Section 2.2 and its obligations hereunder by giving BAAN thirty (30) days' advance written notice by registered or certified mail upon or after the happening and during the continuance of any of the following events:

(A) Any failure by BAAN to keep, perform and observe any material promise, covenant or other provision of this Agreement for a period of ninety (90) days after written notice specifying such failure and requesting that it be remedied is given to BAAN by the Subtenant; provided, however, that any such failure which can be cured, but which cannot with due diligence be cured within such ninety (90) day period, shall not give rise to the Subtenant's right to terminate this Agreement if corrective action is instituted by BAAN within the applicable period and diligently pursued until the failure is corrected; and

(B) If BAAN requires, pursuant to Section 10.13 hereof, a relocation of the Premises, at any time during the Sublease Term.

10. TERMINATION OF SUBLEASE BY BAAN

10.1 Events of Default

The occurrence of any of the following shall constitute an Event of Default:

(A) The failure to pay all installments of Rent when due (with interest) under Section 4.1 hereof within five (5) days after written notice to Subtenant that such rent is overdue (which notice shall state BAAN's intention to terminate the Subtenant's rights hereunder if the failure to make any such payment is not cured).

(B) The Subtenant shall become insolvent, as such term is defined under Section 101 of the Bankruptcy Code, or shall fail to pay its debts generally as they mature or shall seek the benefit of any

present or future federal or state insolvency statute; or shall make a general assignment for the benefit of creditors, or shall file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its indebtedness under the Bankruptcy Code 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, custodian, liquidator or other similar official, of all or substantially all of its property; or an order of relief shall be entered by or against the Subtenant under any chapter of the Bankruptcy Code.

(C) By order of decree of court, the Subtenant shall be adjudged a debtor or bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of its stockholders, seeking its reorganization or the readjustment of its indebtedness under the Bankruptcy Code or under any other law or statute of the United States or any State hereof and such order or decree shall not be stayed or vacated within sixty (60) days of its issuance.

(D) A petition under any chapter of the Bankruptcy Code or an action under any federal or state insolvency law or statute shall be filed against the Subtenant and shall not be dismissed or stayed within sixty (60) days after the filing thereof.

(E) 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, a receiver, trustee, custodian, liquidator or other similar official shall take possession or control of all or substantially all of the property of the Subtenant and such possession or control shall continue in effect for a period of sixty (60) days.

(F) The Subtenant shall become a corporation in dissolution.

(G) The letting, license or other interest of or rights of the Subtenant hereunder shall be transferred to, pass to, or devolve upon, by operation of law or otherwise, any other person, firm, corporation or other entity, in connection with or as a result of any bankruptcy, insolvency, trusteeship, liquidation or other proceedings or occurrence described in subsections (B) through (F) of this Section 10.1.

(H) The Subtenant shall become a merged corporation in a merger or a constituent corporation in a consolidation without the prior written approval of BAAN.

(I) A lien shall be filed against the Premises or any portion thereof because of any act or omission of the Subtenant, and shall not be discharged or bonded within ten (10) days after receipt of notice or other knowledge thereof by the Subtenant.

(J) Except as otherwise provided in this Section, the Subtenant shall fail to keep, perform and observe any material promise, covenant or other provision of this Agreement for a period of thirty (30) days after written notice specifying such failure, requesting that it be remedied and stating BAAN's intention to terminate the Subtenant's rights hereunder if the failure is not remedied, is given to the Subtenant by BAAN; provided, however, that any such failure which can be remedied, but which cannot with due diligence be remedied within such thirty (30) day period, shall not give rise to BAAN's right to terminate this Agreement if corrective action is instituted by the Subtenant within the applicable period and diligently pursued until the failure is remedied.

(K) Except as provided herein, the Subtenant shall fail, in any material respect, to develop, construct, equip or operate the Premises.

(L) The Premises or any material part thereof shall be vacated or abandoned or shall fail to be open to the public and operate on the days and hours required by BAAN.

(M) The Subtenant shall fail to comply with the provisions of Exhibit A, in particular paragraph A. 5.0 relating to service standards.

(N) The Subtenant shall have failed to make timely payments of any amounts due under this Agreement at least three (3) times during the Sublease Term, whether or not Subtenant cured such delinquent payments. Nothing in this subsection 10.1(N) shall be construed as expanding any cure rights granted to Subtenant hereunder.

10.2 Remedies of BAAN on Default

Notwithstanding any other provision of this Agreement, the Subtenant agrees that upon the occurrence of any Event of Default, BAAN may:

(A) Terminate this Agreement without discharging any of the Subtenant's obligations hereunder and exclude the Subtenant from the Premises.

(B) Without terminating this Agreement, exclude the Subtenant from the Premises and use its best efforts to sublease such Premises to another subtenant for the account of the Subtenant, holding the subtenant liable for all rentals and other payments due hereunder up to the effective date of such leasing and for the excess, if any, of the rentals and other amounts payable by the Subtenant under this Agreement for the remainder of the term of this Agreement over the rentals and other amounts which are paid by such new subtenant under new agreement.

(C) Terminate this Agreement, in which event, BAAN may repossess the Premises and be entitled to recover, in addition to any sums or damages for which the Subtenant may be liable to BAAN, as damages a sum of money equal to the excess of the value of the Rent to be paid by Subtenant for the balance of the Sublease Term over the fair market value (as assessed by an independent appraisal) of the subleasehold estate in the Premises, after deduction of all anticipated expenses of reletting, for such period. Should the fair market value of the subleasehold estate in the Premises for the balance of the Sublease Term exceed the value of the Rent provided to be paid by Subtenant for the balance of the Term, BAAN shall have no obligation to pay to the Subtenant the excess or any part thereof or to credit such excess against any other damages for which Subtenant may be liable.

(D) Empower any attorney of any Court of record within the United States or elsewhere to appear for Subtenant and with or without declaration filed confess judgment against the Subtenant, and in favor of BAAN, his heirs, devisees, executors, administrators, successors or assigns, as of any term for the sum due by reason of said default in the payment of rent, including unpaid rent for the balance of the term if the same shall have become due and payable under the provisions herein, and/or for the sum due by reasons of any breach of covenant or agreement by Subtenant herein, with costs of suit and attorney's commission of fifteen (15%) percent for collection, and forthwith issue writ or writs of execution thereon, with release of all errors, and without stay of execution, and inquisition and extension upon any levy on real estate is hereby expressly waived, and condemnation agreed to, and exemption law now in force or which may be hereafter passed is also expressly waived by Subtenant; further, at the option of BAAN, BAAN authorizes and empowers any such attorney, either in addition to or without such judgment for the amount due according to the terms of this Agreement, to appear for said Subtenant and confess judgment forthwith against Subtenant, and in favor of BAAN, in an amicable action of ejectment for the Premises above described, with all of the same conditions, fees, releases, waivers of stay of execution and waiver

of exemption as accompany confessions of judgment for monetary sums due; and authorizes the entry of such action, confession of judgment therein, and the immediate issuing of a writ of Habere Facias Possessionem, with clause of Fieri Facias for the amount of such judgment and costs, without leave of Court, and BAAN may without notice re-enter and expel the Subtenant from the Premises, and also any person holding under him or them, and in each such case, this Agreement or a true copy thereof shall be a sufficient warranty of any person.

10.3 Liquidated Damages for Failure to Operate Premises or Make Timely Reports

Subtenant acknowledges that its obligation to continuously and actively conduct business in the Premises and provide information to the Port Authority and BAAN in the manner prescribed in this Agreement is for the purpose of enhancing the business activity and public patronage of all concessions in the Terminal in order to provide maximum public service and produce the maximum possible Gross Concession Revenue from all stores in the Terminal. Subtenant further acknowledges that failure on its part to comply with the provisions of this Agreement would cause BAAN substantial damages which might be difficult or impossible to prove or quantify. Accordingly, the parties have agreed that if Subtenant fails to provide any report required hereunder in a timely fashion or fails to continuously and actively operate the Retail Premises as provided in this Agreement throughout the Sublease Term, then BAAN shall not be required to prove its actual damages for such breach, but in lieu thereof Subtenant shall pay BAAN, as liquidated damages, an additional monthly rent equal to \$100.00 per day as escalated from time to time by increases in the Price Index. Such liquidated damage payments shall continue from the date of breach until such breach is cured or until the end of the Sublease Term whichever is first. Said liquidated damage shall be paid monthly, concurrently with the monthly payments of Minimum Base Rent reserved under this Agreement. Nothing in this Section shall be construed as a limitation upon BAAN's right to obtain specific performance of Subtenant's obligations to conduct business continuously in the manner herein specified or to recover any other provable monetary damages or to pursue any other remedies as provided in this Agreement.

10.4 No Remedy Exclusive

The remedies set forth in this Article X shall be in addition to all other remedies which are or may be available to BAAN at law or in equity. No termination of this Agreement or the taking or recovering of the Premises shall deprive BAAN of any of its remedies or actions against the Subtenant for rentals due, for damages or for the breach of any covenant herein contained, nor shall the bringing of any action for rentals due or breach of any covenant, or the resort to any other remedy herein provided for the recovery of rentals due be construed as a waiver of the right to obtain possession of the Premises.

10.5 No Waiver

A failure by either party to take any action with respect to any default or violation of any of the terms, covenants or conditions of this Agreement shall not in any respect limit, prejudice, diminish or constitute a waiver of any rights of such party to act with respect to any prior, contemporaneous or subsequent violation or default or with respect to any continuation or repetition of the original violation or default. The acceptance by BAAN of the payment for any period or periods after a default or violation of any of the terms, conditions and covenants of this Agreement shall not constitute a waiver or diminution of, nor create any limitation upon any right of BAAN pursuant to this Agreement to terminate this Agreement for subsequent violation or default, or for continuation or repetition of the original violation or default.

10.6 Surrender of Possession

Upon the expiration of the Sublease Term or upon the termination of Subtenant's right of possession, whether by lapse of time or at the option of BAAN or the Port Authority as herein provided, Subtenant shall forthwith surrender the Premises to BAAN in good order, repair and condition, ordinary wear excepted and shall, if BAAN so requires, restore the Premises to the condition existing on the Commencement Date. Title to all Fixed Improvements made or paid for by BAAN or Subtenant, which are located within the territorial limits of the City of Newark shall vest in the City of Newark as the same or any part thereof is erected, constructed or installed, and shall be or become a part of the Premises if located within the site. Title to all Fixed Improvements made or paid for by BAAN or Subtenant, if any, which are located within the territorial limits of the City of Elizabeth shall vest in the Port Authority as the same or any part thereof is erected, constructed or installed. Such Fixed Improvements shall be relinquished without compensation to Subtenant, (except for payment of Subtenant's Termination Amount in the case this Agreement is terminated by the Port Authority as provided in Section 2.2 hereof) and shall be relinquished to BAAN (or to the Port Authority if this Agreement is terminated by the Port Authority pursuant to Section 2.2 hereof) in good condition, ordinary wear excepted. Upon the termination of the Sublease Term or of Subtenant's right of possession, Subtenant shall remove its office furniture, trade fixtures, office equipment and all other items of Subtenant's property on the Premises. Subtenant shall pay to BAAN upon demand the cost of repairing any damage to the Premises and to the Terminal caused by any such removal. If Subtenant shall fail or refuse to remove any such property from the Premises, Subtenant shall be conclusively presumed to have abandoned the same, and title thereto shall thereupon pass to BAAN without any cost either by set-off, credit, allowance or otherwise, and BAAN may at its option accept the title to such property or at Subtenant's expense may (i) remove the same or any part in any manner that BAAN shall choose, repairing any damage to the Premises caused by such removal, and (ii) store, destroy or otherwise dispose of the same without incurring liability to Subtenant or any other person.

10.7 Holding Over

If the Subtenant retains all or any portion of the Premises after the termination of this Agreement by lapse of time or otherwise, such holding over shall constitute the creation of a subtenancy at will with respect to such retained portion of the Premises. All provisions of this Agreement shall remain in full force and effect during such holding over period.

Subtenant covenants and agrees to vacate, remove from and deliver up and surrender the possession of the Premises to BAAN upon the expiration of the Term or upon the expiration of any extension or renewal thereof, or upon any earlier termination of this Agreement, as herein provided within such notice, in the condition as required above.

If Subtenant shall not immediately surrender the Premises upon the expiration or earlier termination of this Agreement, then Subtenant shall become a tenant at the sufferance of BAAN and shall pay the greater of (a) 200% of the Minimum Base Rent payable monthly during the immediately preceding twelve (12) months of the Sublease Term, and (b) 200% of the average total Rent for the immediately preceding twelve (12) month period, and Subtenant shall be subject to all of the other conditions and covenants of this Agreement.

10.8 Commencement of Action

(a) Subtenant hereby agrees that any claim, demand, right or defense arising out of this Agreement or the negotiations which preceded the parties' execution of this Agreement shall be deemed

waived and barred if Subtenant does not commence an action or interpose a defense by reason thereof, within six (6) months after the date of the act, omission, event giving rise to such claim, demand, right or defense.

(b) Subtenant acknowledges and understands, after having consulted legal counsel, that the purpose of the immediately preceding subsection (a) above is to shorten the period within which Subtenant would otherwise have under applicable laws to raise or assert such claims, demands, rights and defenses.

10.9 Agreement to Pay Attorneys' Fees and Expenses

In the event Subtenant defaults under this Agreement and BAAN employs attorneys or incurs other expenses for the collection of rentals or any other amounts due hereunder, or for the enforcement of performance or observance of any obligation or agreement on the part of the Subtenant herein contained, the Subtenant shall, on demand, pay to BAAN the reasonable fees and expenses of such attorneys and such other reasonable expenses so incurred by BAAN.

10.10 No Duty to Mitigate Damages

In the event Subtenant defaults under this Agreement, Subtenant hereby acknowledges, covenants and agrees that BAAN shall have no duty to mitigate any damages BAAN may incur arising out of, due to, or in respect of any such default by Subtenant.

10.11 Guarantor

Intentionally Deleted

10.12 Condemnation

If the Terminal or any portion thereof shall be taken or condemned by any competent authority or by the Port Authority for any public or quasipublic use or purpose and such taking makes it necessary or desirable to remodel or reconstruct the Terminal, BAAN shall have the right, exercisable at its reasonable discretion, to terminate this Agreement upon not less than thirty (30) days notice prior to the date of termination designated in the notice. No money or other consideration shall be payable by BAAN to Subtenant for the right of termination and Subtenant shall have no right to share in the condemnation award or in any judgment for damages caused by such taking or change in configuration. Subtenant shall not be entitled to assert any claim for any compensation, award or part thereof made or to be made therein or therefor or any claim to any consideration or rental or any part thereof paid therefor, or to institute any action or proceeding or to assert any claim against such agency or agencies or against BAAN or the Port Authority for any such taking, it being understood by Subtenant that the Port Authority shall be entitled to all compensation or awards made or to be made or paid, and all such consideration or rental, free from any claim or right of Subtenant.

10.13 Relocation

BAAN reserves the right to require Subtenant, at any time during the Sublease Term, to relocate all or any part of the Premises from time to time as may be necessary in BAAN's reasonable judgment. Subtenant agrees to cause any such relocation to be accomplished as expeditiously as is reasonable under the circumstances. BAAN will, to the extent feasible, provide Subtenant with a substitute area which in BAAN's reasonable opinion is comparable in size and market potential to the Premises being relocated

and no reduction in Rent or other credits will be provided as a result of such relocation. If BAAN is unable to provide comparable substitute premises, an appropriate adjustment in Minimum Base Rent will be made. If BAAN determines that it is necessary to relocate any part of the Premises, BAAN shall notify Subtenant at least thirty (30) days in advance of the proposed relocation, and BAAN shall pay the reasonable costs incurred by Subtenant in improving the substitute premises to a comparable standard consistent with the Premises and the reasonable costs of moving equipment, fixtures and merchandise to the new location.

10.14 Casualty

In the event that as a result of the sinking or settling of the ground, or as the result of a casualty, the Premises is damaged or destroyed (without fault of Subtenant or any of its employees, customers, contractors, agents, representatives, officers, guests, invitees, or persons doing business with Subtenant) so as to render it untenable or unusable in whole or part, then

(i) If, in the opinion of BAAN, the necessary repairs, restoration or rebuilding, can be completed within ninety (90) days after the occurrence of the damage, BAAN shall repair, restore or rebuild or shall cause the repair, restoration or rebuilding with due diligence and no Rent shall be abated, whether or not the work of repair, restoration or rebuilding is actually completed within the said ninety (90) days; or

(ii) If, in the opinion of BAAN, such repairs or rebuilding cannot be completed within ninety (90) days after the occurrence of the damage or if twenty-five percent (25%) or more of the relevant Terminal or the Premises requires repair, rebuilding or restoration, then BAAN shall have the following options: (1) to proceed with due diligence to repair or to rebuild as necessary (no abatement of Rent to occur); or (2) by written notice to Subtenant, to terminate the letting as to the damaged portion of the Premises without any abatement of Rent therefor and if such option is exercised by BAAN and affects a substantial part of the Premises, Subtenant shall have the right within thirty (30) days after receipt of such notice, on fifteen (15) days' written notice to BAAN, to terminate this Agreement as to the balance of the Premises; or (3) to cancel this Agreement and terminate the letting as to the entire Premises. In the event BAAN elects to exercise option "(3)" above, BAAN shall be obligated to pay to Subtenant the Termination Amount less any amount to which Subtenant, whether or not it actually obtains such insurance, would be entitled under an all-risk insurance policy with any major insurance company covering such Termination Amount at 100% of full replacement cost and without deductibles.

11. ASSIGNMENT AND SUBLETTING

11.1 No Assignment, Sublease or Encumbrances by the Subtenant

The Subtenant covenants that it shall not assign, sublet, transfer, convey, sell, mortgage, pledge or encumber this Agreement or the Premises or any part thereof, nor grant leasehold mortgages or collateral assignments affecting this Agreement or any rights of the Subtenant hereunder to allow the use of such Premises by any other person, such prohibition to include the franchising, licensing or similar designating of the authority or ability to operate a business in the Premises and also any assignment or subletting which otherwise would occur by operation of law, merger, consolidation, reorganization, transfer or other change of Subtenant's corporate, partnership or proprietary structure, or an assignment or subletting to or by a receiver or trustee in any federal or state bankruptcy, insolvency or other proceeding.

Acceptance by BAAN or the Port Authority of the payment of any Rent following any assignment or other transfer prohibited by this Section shall not be deemed a consent by BAAN or the Port Authority to any such assignment or other transfer nor shall the same be deemed to be a waiver of any right or remedy of BAAN or the Port Authority hereunder.

11.2 Mergers and Consolidations by the Subtenant

Subtenant shall not consolidate with or merge into another corporation or permit one or more other corporations to consolidate with or merge into it, or transfer or convey all or substantially all of its property, assets and licenses to another corporation, without the prior written approval of BAAN and the Port Authority. If such approval is granted, the corporation resulting from or surviving such merger or consolidation or the corporation to which such transfer or conveyance is made shall: (A) assume in writing and agree to perform all of the Subtenant's obligations hereunder; (B) be qualified to do business in the State; and (C) if such corporation shall not be organized and existing under the laws of the United States of America or any state or territory thereof or the District of Columbia, furnish to BAAN and the Port Authority an irrevocable consent to service of process in, and to the jurisdiction of the courts of, the State with respect to any action or suit, in law or in equity, brought by BAAN or the Port Authority to enforce this Agreement.

12. GENERAL PROVISIONS

12.1 Non-Interference with Operation of Airport

The Subtenant, by accepting this Agreement, expressly agrees for itself and its successors that it will not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft at the Airport under current or future conditions or which might otherwise constitute a hazard.

12.2 Certain Rights Reserved by BAAN and on Behalf of Port Authority

BAAN shall on behalf of Port Authority and in its own right have the following rights, each of which BAAN may exercise without notice to Subtenant and without liability to Subtenant for damage or injury to property, person or business on account of the exercise thereof, and the exercise of any such rights shall not be deemed to constitute an eviction or disturbance of Subtenant's use or possession of the premises and shall not give rise to any claim for set-off or abatement of rent or any other claim:

(A) To change the name or street address of the Terminals, the retail facilities within the Terminals or the Airport.

(B) To install, affix and maintain any and all signs on the exterior and on the interior of the Terminals.

(C) To decorate or to make repairs, alterations, additions, or improvements, whether structural or otherwise, in and about the Terminals, or any part thereof, and for such purposes to enter upon the Premises, and during the continuance of any of the said work, to temporarily close doors, entryways, public space and corridors in the Terminals and to interrupt or temporarily suspend services or use of facilities, all without affecting any of Subtenant's obligation hereunder so long as the Premises are reasonably accessible and usable.

(D) To be furnished with door keys for the entry doors in the Premises and to retain at all times, and to use in appropriate instances, keys to all doors within and into the Premises, provided that

such keys shall at all times be kept under adequate and appropriate security by BAAN. Subtenant shall change no locks, and shall not affix locks on doors without the prior written consent of BAAN. Notwithstanding the provisions for its access to Premises, Subtenant releases BAAN of all responsibility arising out of theft, robbery, pilferage and personal assault unless the same results from BAAN's gross negligence or willful misconduct. Upon the expiration of the Sublease Term or Subtenant's right to possession, Subtenant shall return all keys to BAAN and shall disclose to BAAN the combination of any safes, cabinets or vaults left in the Premises.

(E) To approve the weight, size and location of safes, vaults and other heavy equipment and articles in and about the Premises and the Terminals so as not to exceed the legal load per square foot designated by the structural engineers for the Airport, and to require all such items and furniture and similar items to be moved into or out of the Terminals and Premises only at such times and in such manner as BAAN shall direct in writing. Subtenant shall not install or operate machinery or any mechanical devices of a nature not directly related to Subtenant's, ordinary use of the Premises without the prior written consent of BAAN. Movement of Subtenant's property into or out of the Terminals or Premises and within the Terminals are entirely at the risk and responsibility of Subtenant, and BAAN reserves the right to require permits before allowing any property to be moved into or out of the Terminals or Premises.

(F) To establish controls for the purpose of regulating all property and packages, both personal and otherwise, to be moved into or out of the Terminals and Premises.

(G) To regulate delivery and service of supplies and the usage of the apron area, loading docks, receiving areas and freight elevators.

(H) To show the Premises to prospective subtenants at reasonable times and, if vacated or abandoned, to prepare the Premises for re-occupancy.

(I) To erect, use and maintain pipes, ducts, wiring and conduits, and appurtenances thereto, in and through the Premises at reasonable locations.

(J) To enter the Premises for the purpose of periodic inspection for fire protection, maintenance and compliance with the terms of this Agreement; provided, however, that except in the case of emergency, such right shall be exercised upon reasonable prior notice to the Subtenant and with an opportunity for the Subtenant to have an employee or agent present.

12.3 License Fees and Permits

The Subtenant shall obtain and pay for all licenses, permits, fees or other authorizations as required under Federal, State and local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended thereunder. Upon termination of this Agreement, Subtenant shall cooperate with BAAN and any successor operator in the transfer of all licenses and permits necessary to operate the Premises to the extent transferable, and in connection therewith, Subtenant shall execute all documents required by any licensing authority to facilitate the issuance of permits to such successor operator.

12.4 Applicable Law

This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of the State.

12.5 Relationship of Parties

Nothing contained in this Agreement is intended to create or establish any relationship other than that of Lessor and Subtenant and nothing herein shall be construed to create or establish any partnership, joint venture or association or to make the Subtenant the representative or agent of BAAN for any purpose whatsoever.

12.6 Binding Effect

Each of the provisions of this Agreement shall extend to and shall, as the case may require, bind and inure to the benefit not only of BAAN and of Subtenant, but also of their respective successors or assigns, provided this clause shall not be deemed to permit any assignment by Subtenant.

12.7 Agreement Contains All Terms

All of the representations and obligations of the parties hereto are contained herein and in the Exhibits attached hereto, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon BAAN or Subtenant unless in writing signed by BAAN and Subtenant. Written modifications, clarifications and updates to the exhibits attached hereto may be approved from time to time by BAAN and Subtenant.

12.8 City of Newark's Title

The City of Newark's or the Port Authority's title, as applicable, to the Premises and the Airport is and always shall be paramount to the interest of BAAN and Subtenant in the Premises. Nothing herein contained empowers Subtenant to commit or engage in any act which can, shall or may encumber the title of either the City of Newark or the Port Authority.

12.9 Partial Invalidity

If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent possible permitted by law.

12.10 Force Majeure

Neither party hereto shall be liable to the other for any failure, delay or interruption in performing its obligations hereunder to the extent due to acts, events or conditions beyond its control, including, but not limited to, acts of God, acts of a public enemy, war, blockade, insurrection, strikes, boycotts, picketing, slow-downs, work stoppages or other labor actions affecting the rights or obligations of BAAN or the Subtenant hereunder, or their respective contractors or subcontractors, except to the extent that such failure, delay or interruption directly or indirectly results from failure on the part of BAAN or the Subtenant to use reasonable care to prevent, or make reasonable efforts to cure, such failure, delay or interruption; provided, however, that nothing in this Section is intended or shall be construed to abate, postpone or in any respect diminish the Subtenant's obligations to make any payments due to BAAN pursuant to this Agreement.

12.11 Estoppel Certificate

Subtenant agrees that, from time to time upon not less than ten days prior request by BAAN, Subtenant, or Subtenant's duly authorized representative having knowledge of the following facts, will deliver to BAAN a statement in writing certifying:

(A) That this Agreement is unmodified and in full force and effect (or if there have been modifications, a description of such modifications and that the Agreement as modified is in full force and effect);

(B) The date to which Rent and other charges have been paid;

(C) That BAAN is not in default under any provision of this Agreement, or, if in default, the nature thereof in detail; and

(D) Such further matters as may be requested by BAAN, it being intended that any such statement may be relied upon by a subsequent purchaser or transferee of all or any part of BAAN's interest in the Premises.

12.12 Notices

Any notice, demand, request or other communication which any party hereto may be required or may desire to give under this Agreement shall be in writing and shall be deemed to have been properly given (i) if hand delivered (effective upon delivery), (ii) if mailed (effective three (3) days after mailing) by United States registered or certified mail, postage prepaid, return receipt requested, (iii) if sent by nationally recognized overnight delivery service (effective one (1) day after delivery to such courier), or (iv) if sent by facsimile (effective upon confirmation of transmission), in each case addressed, except as may be noted elsewhere herein, as follows:

If to BAAN:

BAA NEWARK, INC.
Newark International Airport
Terminal B
Newark, New Jersey 07114-3783
Attention: President

If to Subtenant:

or to such other address as either party shall designate by written notice in the manner herein provided.

12.13 Exoneration of Individuals

BAAN or any successor in interest that may be an individual, corporation, joint venture, tenancy in common, firm or partnership, general or limited, shall not be subject to personal liability on such successor in interest, individual or on the members of such corporation, joint venture, tenancy in

common, firm or partnership in respect to any of the covenants or conditions of this Agreement. The Subtenant shall look solely to the interest of BAAN in the Terminal under BAAN's agreement with the Port Authority and the rents, issues and profits derived therefrom for the satisfaction of the remedies of the Subtenant in the event of a breach of BAAN. It is mutually agreed that this clause is and shall be considered an integral part of the aforesaid Agreement.

12.14 Broker

Subtenant covenants, warrants and represents that there was no broker instrumental in consummating this Agreement and that no conversations or prior negotiations were had with any broker concerning the renting of the Premises. Subtenant agrees to hold BAAN harmless against any claims for brokerage commissions arising out of any conversations or negotiations had by Subtenant with any broker.

12.15 Hazardous Waste

(A) Subtenant shall not (either with or without negligence) cause or permit the escape, disposal or release of any biologically or chemically active or other hazardous substances, or materials. Subtenant shall not allow the storage or use of such substances or materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such substances or materials, nor allow to be brought into the Premises any such materials or substances except to use in the ordinary course of Subtenant's business, and then only after written notice is given to BAAN of the identity of such substances or materials. Without limitation, hazardous substances and materials shall include those described in the Environmental Laws, any applicable state or local laws and the regulations adopted under these acts. If Port Authority, BAAN or governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials, then the reasonable costs thereof shall be reimbursed by Subtenant to BAAN upon demand as additional charges if such requirement applies to the Premises. In addition, Subtenant shall execute affidavits, representations and the like from time to time at BAAN's request concerning Subtenant's best knowledge and belief regarding the presence of hazardous substances or materials on the premises occurring while Subtenant is in possession, or elsewhere if caused by Subtenant or persons acting under Subtenant. The above covenants shall survive the expiration or earlier termination of the term.

(B) If Subtenant shall, during either its initial construction, the making of any alterations, the normal course of business, or otherwise, install, cause to be installed, create, cause to be created or otherwise generate any infectious waste, including but not limited to chemical products or byproducts, hypodermic needles, and/or garments or other materials exposed to human secretions, blood or the like, Subtenant shall be solely responsible for storing and removing same from the Premises, at Subtenant's cost, in compliance with all rules and regulations of the Airport and any governmental authority with jurisdiction, and without potential or actual damage to any of the Airports facilities.

(C) Without limiting the generality of its other covenants hereunder, Subtenant agrees in regard to the use and occupancy of the Premises to comply with all environmental laws, rules, regulations, statutes and ordinances, including, without limitation, those applicable to Hazardous Substances, as hereinafter defined. Subtenant shall not dispose of any Hazardous Substances at the Premises or the Terminal. Subtenant unconditionally, absolutely and irrevocably indemnifies and agrees to defend and hold harmless BAAN, the Port Authority and their respective officers, employees, agents, contractors and those claiming by, through or under BAAN or the Port Authority, from and against all loss, cost and expense (including, without limitation, attorney's fees) of whatever nature suffered or incurred by BAAN or the Port Authority on account of the use on the Premises, or the release or

discharge from the Premises, of Hazardous Substances, including, without limitation, any claims, costs, losses, liabilities and expenses arising from the violation (or claimed violation) of any Environmental Laws or the institution of any action by any party against Subtenant, BAAN or the Port Authority, based upon nuisance, negligence or other tort theory alleging liability due to the improper generation, storage, disposal, removal, transportation or treatment of Hazardous Substances or the imposition of a lien on any part of the Premises or the Terminals under the Environmental Laws. Subtenant further unconditionally, absolutely and irrevocably guarantees the payment of any fees and expenses incurred by BAAN or the Port Authority in enforcing or seeking enforcement of the liability of Subtenant under this indemnification.

For the purposes of this Section, "Hazardous Substances" shall mean and include, but shall not be limited to, any element, substance, compound or mixture, including disease-causing agents, which after release into the environmental or work place and upon exposure, ingestion, inhalation or assimilation into any organism, either directly or indirectly, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction or physical deformations in such organisms or their offspring, and all hazardous and toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), or any other similar substances, or materials which are included under or regulated by any Environmental Laws.

12.16 Non-Recordation

Neither Subtenant nor BAAN shall record this Agreement, or a Memorandum of this Agreement, without the prior written consent of the other party to this Agreement.

12.17 Good Faith and Fair Dealing

BAAN and Subtenant agree to perform their obligations under this Agreement, and to exercise their rights and remedies under this Agreement in good faith, and consistent with customary standards of commercial reasonableness and fair dealing.

12.18 Deemed Disapproval

Unless otherwise expressly stated to the contrary in this Agreement, if, within thirty (30) days after BAAN's receipt of Subtenant's written request for approval or review as required under this Agreement, BAAN has failed to respond to such request neither approving nor disapproving Subtenant's request, BAAN shall be deemed to have disapproved such request.

12.19 Processing Fee

Subtenant shall pay BAAN a processing fee of Five Hundred Dollars (\$500) for each request Subtenant makes to BAAN to approve an assignment, transfer or sublease of all or part of Subtenant's interest or to waive a provision of this Agreement or to amend, modify or terminate this Agreement. Such processing fee shall be paid at the time Subtenant makes any such request.

[SIGNATURE PAGE FOLLOWS]

15 May 2000

[SIGNATURE PAGE 1 OF 1 TO SUBLEASE]

This Agreement has been duly executed by the parties hereto as of the day and year first written above.

WITNESS/ATTEST:

BAA NEWARK, INC., a Delaware corporation

By: [Signature]
Its: VICE PRESIDENT

By: [Signature]
Its: PRESIDENT

ATTEST:

TRAVELEX AMERICA, INC.

By: [Signature]
Its: Vice President

By: [Signature]
Its: Senior Executive VP

Subtenant Exhibit A

Newark International Airport
Terminals A & B

BAA Newark, Inc.

Subtenant Exhibit A
General Operating Conditions

June 1999
Revised January 2000

Contents

- A1.0 Foreword
- A2.0 Premises
- A3.0 Fire
- A4.0 Staff
- A5.0 Service Standards
- A6.0 Deliveries
- A7.0 General Items

A1.0 Foreword

This document, Exhibit "A" - General Operating Conditions, forms the first part of the Subtenant Handbook. The Subtenant handbook, together with the lease and the lease outline drawings, comprise the complete subtenant package and serves as an extension to the lease which is a legally binding document.

The General Operating Conditions should be read and understood by the Subtenant as the basis for operating at Newark International Airport.

Certain operating conditions may not specifically apply to some Subtenants depending on the nature of the business undertaken. Where this is the case, the operating conditions will be specifically tailored to reflect the exact characteristics of each Subtenant.

A2.0 Premises

Legislation

The Premises are to be operated in full accord with any and all relevant legislation and the subtenant shall be responsible for obtaining any necessary permits, licenses or approvals to enable the business of the Subtenant to be lawfully carried on from the Premises. This includes alcohol licenses and health permits as required.

Utilities

The Subtenant shall not interfere with BAAN furnished and maintained utilities, including perimeter baseboard heaters, air and water chillers and controls. Furthermore, the Subtenant shall not interfere with any installations outside the Premises not the responsibility of the Subtenant.

Counter Fronts

All areas seen by the public are to be kept clean, attractively displayed, illuminated and well stocked at all times during opening hours.

Service and Cash Registers

Service and cash registers should be suitably positioned for the convenience of the customer, such that any lines that develop do not unduly obstruct merchandise displays or concourse areas. The service and cash wraps should be configured to service customers with maximum speed and efficiency.

Obstruction

The Subtenant should not allow any undue noise or vibration adversely affect the structure of the building or other occupied units.

The maximum background noise level is not to exceed NG40. Subtenants wishing to use musical instruments, televisions, radios, record players, tape recorders, loudspeaker apparatus or other equipment to produce or emit music, speech or noise within the shop should first seek the approval of BAAN.

Garbage

The Subtenant shall be responsible for maintaining the Premises in a clean and orderly condition at all times. All refuse, garbage, trash and debris should be contained within the premises in a clean and safe manner, until ready for disposal from the airport by an approved contractor.

All flammable trash, waste or garbage and debris which might emit an offensive odor shall be confined in an approved container until removed from the premises.

The Subtenant shall be responsible for enforcing and engaging into a recycling program and agree to comply with the policies and procedures set forth by the Port Authority of New York and New Jersey. The tenant will be responsible for maintaining his own contract with an approved garbage contractor

Cleaning and Maintenance

All glass windows, doors and walls, floors and other surfaces, both externally and internally within the premises will be kept clean and free of dirt, smudges and smears at all times by the Subtenant. Subtenant will conduct regular safety reviews during trading hours to ensure the store is maintained as a safe environment. An example safety checklist is attached

Any persons or firms employed or engaged by the Subtenant to do janitorial maintenance or improvement work within the premises must be approved by the Port Authority. Such persons or firms shall, while in the buildings including the Premises, comply with instructions issued by BAAN or the Port Authority.

Storage

Limited storage areas may be available to Subtenants in both the Landside and Satellite Buildings. Operating conditions will be made available on request. Receiving and initial handling of goods will be co-ordinated by a BAAN approved contractor.

Subtenant Offices

Office space required by Subtenants shall be contained within the premises.

Signage

No sign, advertisement, banner, notice, or other lettering shall be exhibited, inscribed, painted or affixed by the Subtenant on any part of the outside or inside of the Premises without being in conformance with the sign criteria in Exhibit "B" and without the prior written consent of the Landlord.

The Subtenant agrees to maintain its signs in a good state of repair and save the Landlord harmless from any loss, cost or damage as a result of the erection, maintenance, existence or removal of the same and shall repair any damage which may have been so caused.

Upon vacating the Premises, the Subtenant agrees, at its sole cost, to remove all signs and to repair all damage caused by such removal.

Lightbulbs

All lightbulbs and fluorescent tubes are to be replaced as and when necessary at the Subtenant's own cost.

Telephone Lines and Burglar Alarms

The Subtenant will be responsible for the installation and the cost of any telephone lines and burglar alarms. In the event of burglar alarms, BAAN should be notified of such installation for approval to ensure that such an alarm is audibly different in tone from the alarms installed in the terminal. BAAN should also be notified of the call-out procedures to be used in the event of alarm initiation.

Manufacture Of Merchandise

No space within the Premises of the building shall be used by the Subtenant for the manufacture of merchandise or for the storage of merchandise except as specifically approved in writing by BAAN.

A3.0 Fire

Equipment

Adequate fire fighting equipment required by the Subtenant for its own operation from the Premises should be obtained and maintained at its own cost during the continuance of the Sublease.

Prevention

The Subtenant shall take all practical steps against fire and fire risks and in particular shall not obstruct or block any fire exit or access to fire fighting equipment.

Any storage areas are to be kept neat and clean with any inflammable rubbish kept to a minimum to avoid a fire hazard and a violation of any federal, state, municipal and Port Authority fire codes or ordinances.

The Subtenant shall ensure that its staff members are trained annually in fire and evacuation procedures for the Premises and the Terminal (s) and that adequate records are kept of such training.

The subtenant will inform BAAN in writing in the event of the discharge of any fire protection device or extinguisher, or of any fire taking place within subtenant premises within 24 hours of such an event.

A4.0 Staff

Employment

The Subtenant should take all reasonable steps to ensure that staff employees are persons of good character and integrity who have the requisite skills and experience for the efficient and safe performance of their duties. The Subtenant will not employ persons whom BAAN or the Port Authority considers unacceptable. This notification will be made in writing.

Uniform

The Subtenant shall, at its expense, provide each member of the sales staff with a uniform of a design to be approved by BAAN which shall be worn whenever the said staff are on duty and which shall bear the name of the Subtenant, personal identification and their position. All Subtenant staff are to be of neat and tidy appearance at all times while on duty.

Training

The Subtenant should provide adequate staff training which shall include but not be limited to the provision of sales and product knowledge and customer service procedures. Training in customer service procedures shall be undertaken on at least a twice annual basis. Records of staff training shall be kept and supplied to BAAN on request.

From time to time BAAN will work in conjunction with the Subtenant to provide additional support and staff training where required.

Security

All the Subtenant's staff and contractors will be required to conform with current airport security plans and procedures in force at the time of access including applications for identity passes for staff and vehicles. The Subtenant shall ensure that necessary staff and contractors are in possession of the appropriate security passes issued by the relevant agencies.

Parking

Subtenants may purchase employee parking permits (1998 rate \$300/year, subject to review) directly from the Port Authority. If no permits are available, the subtenant must make independent arrangements for employee access.

Restrictions

Subtenant staff in overalls, etc. are not to be encouraged to use public facilities.

Subtenant staff, while on duty and particularly while interacting with the public, are not permitted to eat, drink or smoke within the units.

A5.0 Service Standards

Quality Assurance Program

Each Subtenant will be required to produce quality assurance programs in conjunction with BAAN to identify key areas of service and quality standards. Such programs will be agreed jointly between the Subtenant and BAAN and will form an integral part of the sublease to be used by both parties as a monitor of performance.

Pricing Policy

Prices for all items will be clearly marked either on the product or by way of Point of Sale materials in close proximity or on clearly positioned tariff boards.

Prices

Subtenant may not charge prices for any products or services that exceed street prices as defined in the sublease agreement. Any price variations must be justified to BAAN fourteen days in advance of selling the item at the adjusted price.

Availability Of Items

The Subtenant will at all times maintain supply of tariff items so as to ensure a satisfactory range and level of service to the public and maximisation of gross sales to the satisfaction of BAAN.

Display of Goods

The Subtenant shall, at its own expense, maintain the highest standard of display of the approved goods in the areas provided for this purpose to the satisfaction of BAAN.

Operating Hours

The Subtenant shall ensure that the Premises are open and remain open at such times as will be specified by BAAN.

In addition, the Subtenant shall ensure, at times of inclement weather or other operational difficulties which may lead to aircraft arrivals and departures being delayed beyond the normal operating hours of the Premises, that the Premises are open and staffed during such emergency periods as BAAN shall direct.

The Subtenant will also provide to BAAN a schedule of daily operating hours and a listing of after hours contact telephone numbers of key management and supervisory personnel.

Staffing Levels

The Subtenant shall adequately staff its store with qualified employees to match the passenger levels to enable customers to be served promptly, courteously and efficiently within the facility and that undue queuing at the counters/cash registers does not occur. All available counters/cash registers should be set up to be manned at short notice should business levels suddenly increase.

BAAN reserves the right to review Subtenant staff levels where these are not considered acceptable.

Brand Leaders

Wherever appropriate, brand leader merchandise is to be stocked and sold at the Premises.

Credit Cards

The following credit cards are to be accepted for all transactions in the premises unless previously waived by BAAN.

- American Express
- Diners Club
- Mastercard
- Visa

Other credit cards may be specified from time to time.

Complaints

Any complaints made by customers to the Subtenant should be dealt with speedily and courteously and in any event within five days of receipt and the subtenant shall further supply BAAN with a copy of any such complaint and the reply thereto.

A6.0 Deliveries

The Subtenant shall be responsible for checking, inspecting and paying for deliveries of such merchandise, supplies, goods, materials, equipment and products addressed to that Subtenant.

BAAN reserves the right to designate the routing, time when, and the method whereby freight of safes, furniture, merchandise or bulky items of any description may be brought into, moved or removed from the Premises or building, and to designate the location for temporary disposition of such items. BAAN reserves the right to inspect all freight to be brought into the building and to exclude from the building all freight which violates the terms and conditions of the lease.

The Subtenant is not permitted the use of hand trucks or platform dollies in the public corridors, hallways or elevators, either by the Subtenant or its vendors, jobbers, contractors, etc. in the delivery or receipt of equipment, merchandise, and/or refuse except those equipped with rubber tires and side guards.

A7.0 General Items

The Subtenant shall provide a management representative(s) to Port Authority or other regulatory authority meetings when requested. These meetings may include, but are not limited to, customer service, operations and emergency or contingency planning sessions.

Canvassing, soliciting and/or peddling in the building or common areas of Newark International Airport is prohibited and each Subtenant shall cooperate with the landlord to prevent such unauthorized actions.

BAAN should be notified within seven days of any accident involving the Subtenants staff, contractors, other airport staff or members of the public, which have occurred at the premises and the Subtenant shall co-operate with any investigation thereof.

The Subtenant will not give, offer or agree to give or offer to any person employed or engaged by BAAN any gift or consideration of any kind. The Subtenant will not make any offer of employment to any person employed or engaged by BAAN.

The Subtenant will also not do anything or act whereby BAAN may become liable to pay any penalty or bear the cost or any expense whatsoever without the prior written permission of BAAN.

Safety Audit Checklist

Area Surveyed
 Name of Person conducting audit
 Date:

Restricted Areas	Yes	No	Comments
<p>Housekeeping</p>			
<p>1. Are floors maintained clean and dry?</p>			
<p>2. Are wet floors clearly marked?</p>			
<p>3. Is carpeting and tile in good condition and free of tripping hazards?</p>			
<p>4. Are waste and trash containers easily accessible?</p>			
<p>Exits</p>			
<p>1. Are all exits marked with exit signs and illuminated?</p>			
<p>2. Are all exits kept free of obstructions?</p>			
<p>3. Are all exits clear of snow and ice?</p>			
<p>4. Are exit doors in good operating condition and unobstructed?</p>			
<p>Fire Extinguishers</p>			
<p>1. Are fire extinguishers mounted in readily accessible locations, not obstructed, and provide a current inspection tag?</p>			
<p>2. Are fire extinguishers properly charged?</p>			
<p>3. Are fire extinguisher seals and tamper indicators intact?</p>			
<p>4. Is there any obvious physical damage (i.e. severe corrosion, broken hose, or badly dented shell)?</p>			
<p>Fire and Life Safety</p>			
<p>1. Are "No Smoking" regulations enforced in restricted areas (i.e. cigarette outlets in restrooms, stairways, etc)?</p>			
<p>2. Are fire alarm manual pull stations readily accessible and not obstructed?</p>			
<p>3. Are fire doors in stairways and hazardous areas maintained closed and unobstructed?</p>			
<p>4. Is emergency lighting adequate and operating for all exit routes?</p>			
<p>5. Can fire hose cabinets open easily, in good shape, and not obstructed?</p>			
<p>6. Is all storage at least 18 inches below fire protection sprinkler heads so that the system will work properly in the event of a fire?</p>			
<p>Stairways</p>			
<p>1. Are stairways clean and free of debris and storage?</p>			
<p>2. Are handrails sturdy and in good condition?</p>			
<p>3. Are stair treads in good condition and not worn?</p>			
<p>4. Is the lighting/illumination level sufficient in all stairways?</p>			

Checklist Areas	Yes	No	Comments
Electrical Safety 1 Are electrical outlets loose in walls? 2 Are electrical wires in good condition? (not frayed, bare or taped?) 2 Are electrical cords stretched across halls, aisle space, or normal path of travel that poses a tripping hazard?			
Walkways/Sidewalks 1 Are walkways and sidewalks free of uneven surfaces that pose a tripping hazard? 2 Are handicap ramps painted/highlighted to caution pedestrians of the change of the elevation of the walking surface?			

Subtenant Exhibit B

Newark International Airport

Terminals A & B

BAA Newark, Inc.

Subtenant Exhibit B
Design Criteria and Construction Procedures

June 1999
Revised January 2000

Contents

B1.0	Foreword	3
B2.0	Directory	4
B3.0	Introduction Newark Design Concept	5
B4.0	Base Building Information	9
	Terminal Materials & Systems Concession Building Materials - BAAN	10
B5.0	General Design Criteria	15
B6.0	Specific Area Criteria	20
B7.0	Subtenant Mechanical/Electrical Design Standard	27
B8.0	Subtenant Kitchen Exhaust/Ventilation System Design Standard	55
B9.0	Subtenant Electrical – Mechanical Load Tabulation	66
B10.0	Subtenant Design Submission and Review	69
B11.0	Subtenant Contractor Standards	76
B12.0	Terminal Reference Key Plans	87

B1.0 Foreword

This document Exhibit B –Subtenant Design Criteria and Construction Procedures forms the second part of the Subtenant Handbook. In addition the Subtenant Handbook includes Exhibit A - General Operating Conditions. The Subtenant Handbook together with the Sublease and Lease outline drawings comprise the complete Subtenants Package, which is an extension of the Sublease and is a legally binding document. Subtenant design should not commence without a complete and thorough understanding of all components of the Subtenant package. Sublease outline drawings are to be made available from the BAA Newark, Inc. (“BAAN”) Construction Manager. Each Subtenant shall comply with these requirements. Should there be any discrepancy, between the conditions described herein and those indicated on the Sublease outline drawings, shall apply and BAAN shall be advised.

The Design Criteria have been established to ensure appropriate design standards consistent with the quality environment of Newark International Airport. Subtenants are encouraged to develop imaginative solutions and discuss them at an early stage with BAAN.

For clarity, all reference to Commercial areas and/or spaces shall include Food and Beverage, Retail, and Duty Free Sales.

The construction procedures in this exhibit are provided by BAAN as a guide for our subtenants, contractors and subcontractors. This guide is intended to provide highlights and summaries of some of the important regulations, policies, procedures and guidelines that must be observed at The Port Authority of New York and New Jersey (“PANYNJ”) construction sites. While this exhibit provides useful information, Subtenants, contractors and subcontractors must refer to source documents for full explanation of PANYNJ and BAAN requirements. PANYNJ requirements supercede BAAN requirements only when the two are in conflict. BAAN should be made aware of any discrepancies immediately.

B2.0 Directory

The following (at the addresses and phone numbers noted) have been assigned to expedite the necessary information to assist in design and construction of subtenant fit-out work.

Building Owner

Port Authority of NY & NJ
Tenant Liaison Office ("TLO")
Newark International Airport
Building #10, 3rd Floor
Newark, NJ 07114

Master Lessee

BAA Newark (BAAN)
Newark International Airport
Terminal "B"
Newark, NJ 07114-3783
(973) 273-0012 Telephone
(973) 273-0020 Fax
Contact: Trevor Pereira
David Dieterle

Base Building Construction Manager

The Delta Organization, Inc.
1288 Valley Forge Road, Suite 87/88
PO Box 767
Valley Forge, PA 19482
(610) 935-1800 (Ext. 16) Telephone
(610) 933-3582 Fax
Contact: Christopher B. Whitcomb

Base Building Project Manager

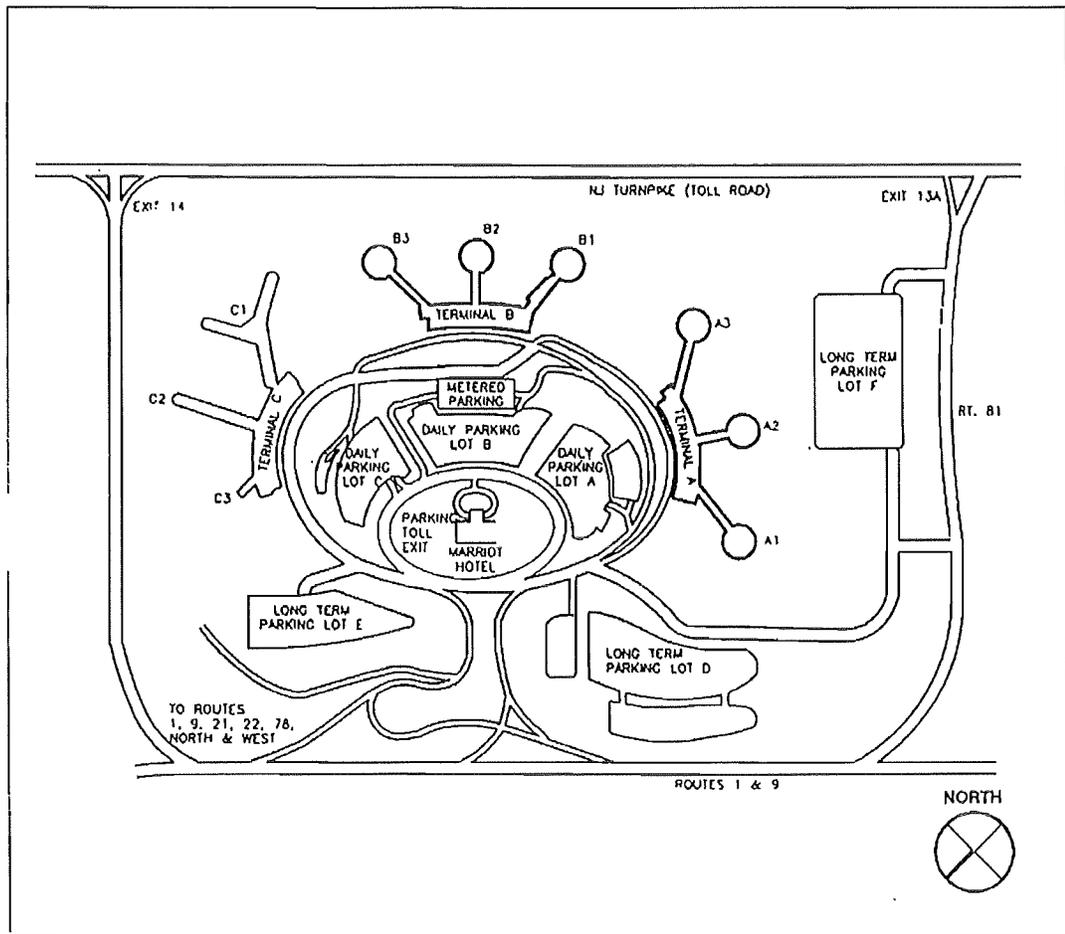
Silvester Tafuro Design, Inc.
50 Washington Street
South Norwalk, CT 06854
(203) 866-9221 Telephone
(203) 838-2436 Fax
Contact: Jonathan Metz

BAAN shall be the liaison between the PANYNJ, the Subtenant, Subtenant's architect and General Contractor. Contact them for all information pertaining to plans, specifications and design criteria necessary to design and build the Subtenant fit-out and clarification of any questions relative to this exhibit.

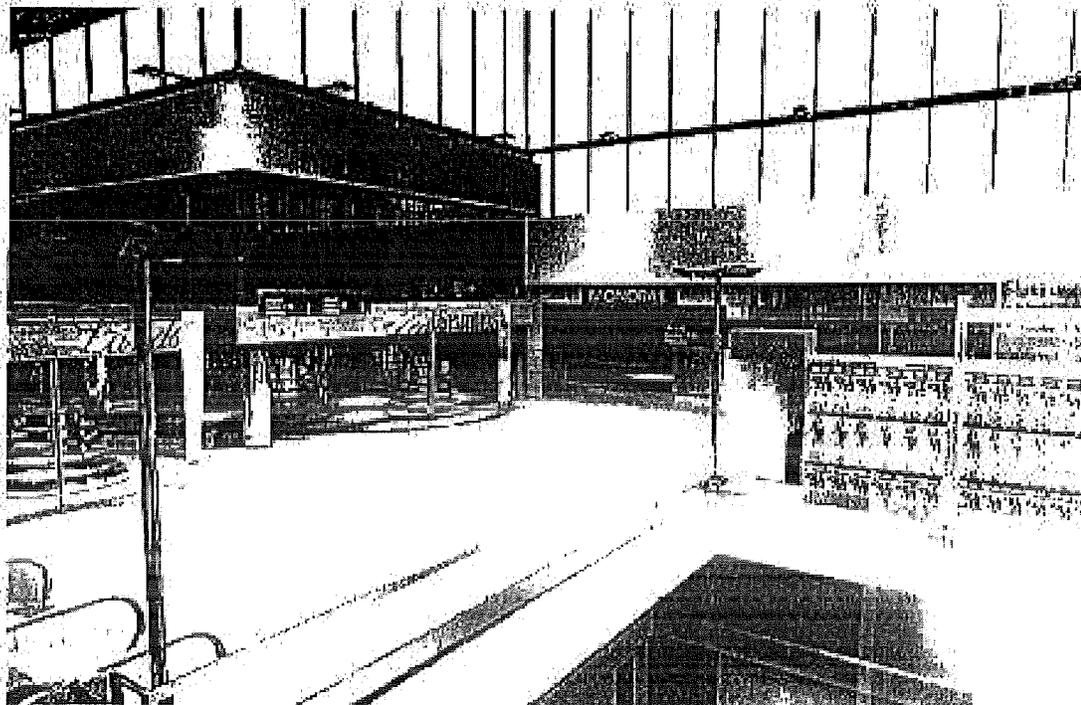
B3.0 Introduction - Newark

Newark International Airport is comprised of three terminal buildings linked by a landside roadway system and an airside "people mover" (monorail) system. The entire commercial space to be developed for this project is located in either Terminal A or Terminal B only as indicated on the Base Building Drawings and by the space number. Terminal B includes the PANYNJ FIS facility for the airport.

Each terminal building is composed of a main terminal structure with three atrium spaces known as "HP's" (for hyperbolic paraboloids) which span vertically from grade to roof. Extending from the each HP atriums are "Connector" corridors leading to and/or from a "Satellite" building housing boarding lounges and gates.



AIRPORT MAP



DESIGN CONCEPT

The design concept for the concourse is derived from the fact that passenger circulation to and from the aircraft is perpendicular to the main concourse circulation. In addition both terminals are curved and spaces fan out in a radial pattern. In order to announce the presence of the retail areas and draw passengers to them, a continuous "ribbon" sign band has been created to link retail spaces from one end of the terminal to the other.

The ribbon is complemented along the Concourse by "piano" shaped units backing up to the terminal ticket office spaces and by information/retail modules at the HP atriums. The atrium modules offer main information displays combining flight information, directional signage and terminal directories at either side of dramatic open structured retail units. These modules are highly visible "signposts" which can be viewed from multiple levels of the terminal due to the atriums' open wells.

Terminal directional signage will be distinct and separate from retail signage and the directories will provide visual information about retail opportunities throughout the terminal.

In short we have sought to maximize commercial awareness to the passenger through a design strategy based on commercial place and opportunity incorporating aspects of shop frontage signage, floor and ceiling finishes and lighting. We recognize this is only a first step towards the integration of commercial aspirations into the operation of the airport. These aspirations may only be fulfilled by working hand in hand with both the individual tenants and the PANYNJ to ensure a seamless, and above all, enjoyable procession throughout the project.

Shop frontages have been designed to offer a simple armature, reinforcing ribbon band opportunity complementing the regularity of the terminal design, while permitting substantial freedom for each individual Subtenant fit out.

Subtenant signage shall be contained within the ribbon band, utilizing illuminated, suspended or decal treated on elements or dimensional lettering.

The scheme design allows for both glazed frontages and a side acting security shutter. The open mesh shutter will permit the awareness of the tenant space and the merchandise therein, during off-hours. The mesh shutter shall have a clear aluminum finish. The jamb housing shall be of a size to completely conceal the shutter when in the open position. At floor level the terminal tile flooring will be taken up to a band of similar flooring which follows the line of the ribbon band overhead.

BAAN will completely develop and fit-out the common seating areas of the food courts. The actual choice of furniture systems shall depend on durability, ease of cleaning and maintenance while reinforcing the design and spatial concepts. Food Court Subtenants are expected to develop designs which complement the common seating design concepts. Common seating flooring shall end at the defined line of the tenant service counter.

EXHIBIT F

AFFIRMATIVE ACTION - EQUAL OPPORTUNITY
FOR CONTRACTING SCHEDULE

PART I. AFFIRMATIVE GUIDELINES - EQUAL EMPLOYMENT OPPORTUNITY

I. As a matter of policy the Port Authority hereby requires the Lessee and each Subtenant (hereinafter, individually and collectively, the "Lessee") and the Lessee and each Subtenant shall require the Contractor, as hereinafter defined, to comply with the provisions set forth hereinafter in this Exhibit F and in Section 2(c)(18) of Port Authority Agreement No. ANA-994 (herein called the "Lease") with BAA NEWARK, INC. (herein called the "Lessee"). The provisions set forth in this Part I are similar to the conditions for bidding on federal government contracts adopted by the Office of Federal Contract Compliance and effective May 8, 1978:

The Lessee as well as each bidder, contractor and subcontractor of the Lessee and each subcontractor of a contractor at any tier of construction (herein collectively referred to as "the Contractor") must fully comply with the following conditions set forth herein as to each construction trade to be used on the construction work or any portion thereof (said conditions being herein called "Bid Conditions"). The Lessee 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. The Lessee shall likewise require the Contractor to commit itself to the said goals for minority and female utilization set forth below and all other requirements, terms and conditions of the Bid Conditions by submitting a properly signed bid.

II. The Lessee and the Contractor shall each appoint an executive of its company to assume the responsibility for the implementation of the requirements, terms and conditions of the following Bid Conditions:

(a) The goals for minority and female participation expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work are as follows:

- | | | |
|-----|---------------------------|------|
| (1) | Minority participation | |
| | Minority, except laborers | 30% |
| | Minority, laborers | 40% |
| (2) | Female participation | |
| | Female, except laborers | 6.9% |
| | Female, laborers | 6.9% |

These goals are applicable to all the Contractor's construction work performed in and for the premises.

The Contractor's specific affirmative action obligations required herein of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make good faith efforts to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract. Compliance with the goals will be measured against the total work hours performed.

(b) The Contractor shall provide written notification to the Lessee and the Lessee shall provide written notification to the Manager of the Office of Business and Job Opportunity of the Port Authority within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

(c) As used in these specifications:

(1) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941:

(2) "Minority" includes:

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

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

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

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

(d) Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the construction work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 those provisions which include the applicable goals for minority and female participation.

(e) The Contractor shall implement the specific affirmative action standards provided in subparagraphs (1) through (16) of Paragraph (h) hereof. The goals set forth above are expressed as percentages of the total hours of employment and training of minority and

female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the premises. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

(f) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations hereunder.

(g) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(h) The Contractor shall take specific affirmative actions to ensure equal employment opportunity ("EEO").

The evaluation of the Contractor's compliance with these provisions shall be based upon its good faith efforts to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each Phase of the construction project. The Contractor, shall specifically ensure that all foremen, superintendents, and other supervisory personnel at the premises are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at the premises.

(2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Maintain a current file of the names, addresses and telephone number of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

(4) Provide immediate written notification to the Lessee when the union or unions with which the Contractor has a collective bargaining agreement has not referred

to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and training programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (2) above.

(6) Disseminate the Contractor's EEO Policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the Contractor's newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the Contractor's EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least every six months the Contractor's EEO policy and affirmative action obligations hereunder with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decision including specific review of these items with on-premises supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at the premises. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations and to State-certified minority referral agencies serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the premises and in areas of a Contractor's workforce.

41 CFR Part 60-3. (11) Tests and other selecting requirements shall comply with

(12) Conduct, at least every six months, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations hereunder are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least every six months, of all supervisors' adherence to and performance under the Contractors' EEO policies and affirmative action obligations.

(i) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (subparagraphs (l)-(16) of Paragraph (h) above). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraph (h) hereof provided that: the Contractor actively participates in the group; makes good faith efforts to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes good faith efforts to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.

(j) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation hereof if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation hereof if a specific minority group of women is underutilized).

(k) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

(l) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

(m) The Contractor shall carry out such sanctions and penalties for violation of this clause including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered by the Lessee. Any Contractor who fails to carry out such sanctions and penalties shall be in violation hereof.

(n) The Contractor, in fulfilling its obligations hereunder shall implement specific affirmative actions steps, at least as extensive as those standards prescribed in paragraph (h) hereof so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of these provisions, the Lessee shall proceed accordingly.

(o) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanical apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work is performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

(p) Nothing herein provided shall be construed as a limitation upon the application of any laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(q) Without limiting any other obligation, term or provision under the Lease, the Contractor shall cooperate with all federal, state or local agencies established for the purpose of implementing affirmative action compliance programs and shall comply with all procedures and guidelines established or which may be established by the Port Authority.

PART II. MINORITY BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESS ENTERPRISES

As a matter of policy the Port Authority requires the Lessee and the Lessee shall itself and shall require the general contractor or other construction supervisor and each of the Lessee's contractors to use every good faith effort to provide for meaningful participation by Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) in the

construction work pursuant to the provisions of this Exhibit F. For purposes hereof, "Minority Business Enterprise" "(MBE)" shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by citizens or permanent resident aliens who are minorities and such ownership is real, substantial and continuing. For the purposes hereof, "Women-owned Business Enterprise" "(WBE)" shall mean any business enterprise which is at least fifty-one percentum owned by, or in the case of a publicly owned business, at least fifty-one percentum of the stock of which is owned by women and such ownership is real, substantial and continuing. A minority shall be as defined in paragraph II(c) of Part I of this Exhibit F. "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) covering the construction work 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. The Contractor shall maintain records detailing the efforts made to provide for meaningful MBE and WBE participation in the work, including the names and addresses of all MBEs and WBEs contacted and, if any such MBE or WBE is not selected as a joint venturer or subcontractor, the reason for such decision.
- (c) Making plans and specifications for prospective construction work available to MBEs and WBEs in sufficient time for review.
- (d) Utilizing the list of eligible MBEs and WBEs maintained by the Port Authority or seeking minorities and women from other sources for the purpose of soliciting bids for subcontractors.
- (e) Encouraging the formation of joint ventures, partnerships or other similar arrangements among subcontractors, where appropriate, to insure that the Lessee 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 Port Authority. If the contractor wishes to utilize a firm not already certified by the Authority, it shall submit to the Authority a written request for a determination that the

proposed firm is eligible for certification. This shall be done by completing and forwarding such form as may be 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 Port Authority shall be final and binding. For inquiries or assistance, please contact the Office of Business and Job Opportunity at 212-435-6509.

The Port Authority has compiled a list of the firms that the Port Authority has determined satisfy the criteria for MBE and WBE certification. This list may be supplemented and revised from time to time by the Port Authority. Such list shall be made available to the contractor upon request. The Port Authority makes no representation as to the financial responsibility of such firms, their technical competence to perform, or any other performance-related qualifications. Only MBEs and WBEs certified by the Port Authority will count toward the MBE and WBE goals.

Please note that only 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 G

OMITTED

EXHIBIT H

INITIAL MERCHANDISE AND PRICE LIST

(TO BE SUBMITTED BY SUBTENANT)

EXHIBIT I
DESIGN AND CONSTRUCTION SCHEDULE

(TO BE DETERMINED)