

A Freedom of Information request has been submitted.

Request date: 04/06/2016

Requested by: Michael Bootier

Business: Buchanan Ingersoll & Rooney PC

Address: 700 Alexander Park Drive, Suite 300
Princeton, NJ, Zip: 08540

Contact: Phone: 609-987-6814
Email: michael.bootier@bipc.com

Records seeking: The concessions management agreement by and between Westfield Management (or an affiliate thereof) and American Airlines, Inc. pursuant to which Westfield serves in a concessions and property management role at Terminal 8 of John F. Kennedy International Airport, as well as any amendments thereto and extensions thereof.

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY PRA #16829
PUBLIC RECORD ACCESS FORM

Action by (print / type name):

Danny Ng

, Freedom of Information Administrator

Signature:



Date:

08/10/2016

On behalf of the Secretary of the Port Authority, as Records Access Officer and Custodian of Government Records of the Port Authority.

- The requested records are being made available.
- Any responsive records that may exist are currently in storage or archived, and a diligent search is being conducted. The Port Authority will respond by:
- A diligent search has been conducted, and no records responsive to your request have been located.
- The requested records that have been located are not being made available, as they are exempt from disclosure for the following specific reasons:

- Some requested records that have been located are being made available. The remainder are exempt from disclosure for the following specific reasons:

Exemption for security applied.

- The request does not reasonably describe or identify specific records; therefore, the Port Authority is unable to search for and locate responsive records. Please consider submitting a new request that describes or identifies the specific records requested with particularity and detail.
- Other:

Material responsive to your request can be found on the Port Authority's website at <http://corpinfo.panynj.gov/documents/16829-LPA/>. Paper copies of the available records are available upon request.

This form is promulgated by the Port Authority pursuant to the Port Authority Public Records Access Policy and is intended to be construed consistent with the New York Freedom of Information Law and the New Jersey Open Public Records Act. It is intended to facilitate requests for Port Authority public records and does not constitute legal advice.

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

Permit No. AYD-476
Supplement No. 2
John F. Kennedy International Airport

THIS SUPPLEMENTAL AGREEMENT, effective as of April 1, 2013 (the "Effective Date"), by and between **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (hereinafter called the "Port Authority") and **WESTFIELD CONCESSION MANAGEMENT, LLC**, a Delaware limited liability company formerly known as Westfield Concession Management, Inc. (hereinafter called the "Permittee") and consented to by **AMERICAN AIRLINES, INC.** (hereinafter called "Airline").

WITNESSETH, That:

WHEREAS, the Port Authority and the Permittee, as of September 2, 2004, entered into a permit agreement bearing Port Authority Permit No. AYD-476 (which permit agreement, as the same may hereafter be supplemented or amended, is hereinafter called the "Permit"), consented and agreed to by the Airline and granting certain permission to develop, sublease, manage and market concession spaces at passenger Terminal Building 8 (hereinafter called the "Terminal") at John F. Kennedy International Airport (hereinafter called the "Airport") as therein set forth; and

WHEREAS, the Airline and the Permittee have entered into an Amended and Restated Master Retail Development Management and Leasing Agreement, dated as of September 2, 2004, as amended and restated on June 1, 2011 but to be effective as of September 2, 2004 ("Restated Lease"), which Restated Lease was consented to by the Port Authority by Supplement No. 1 to the Permit, dated May 1, 2012;

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

WHEREAS, the Airline and the Permittee have entered into a Second Amendment to the Restated Lease, dated as of April 1, 2013 ("Second Amendment") pursuant to

which, among other things, the parties renegotiated the management fee due the Permittee from the Airline, in connection with the Permittee's services at the Terminal;

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

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

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, the Port Authority and the Permittee hereby agree as of the Effective Date as follows:

1. Subject to the terms and conditions of this Agreement, the Port Authority hereby consents to the Second Amendment.

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

3. Amendment to Expiration Date of Permit. With respect to the Airline's early termination right under Section 3.2(iv) of the Restated Lease, the Airline hereby agrees that the Airline will not exercise its right of early termination (which requires one hundred eighty (180) days prior notice from the Airline to the Permittee) so as to cause a termination to be effective before the close of business on December 31, 2015. Therefore, the Port Authority and the Lessee agree that the earliest date that the Airline could exercise such early termination right by providing the requisite one hundred eighty (180) days prior notice is July 3, 2015.

4. Amendment to Section 1 of the Terms and Conditions. Section 1 of the Terms and conditions, as modified by Special Endorsement No. 7(a), shall be further modified by adding at the end, the following paragraph: "In the event the Port Authority exercises its right to revoke this Permit if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees, the Permittee shall be obligated to reimburse the Port Authority for any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Permit including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Permit."

5. Amendment to Special Endorsement No. 9. The following paragraph is added at the end of Special Endorsement No. 9: "The Permittee acknowledges and agrees that agreements with concessionaires at the Terminal shall require that each operator agree to comply with, as the same may change from time to time, 49 CFR Part 23 and Port Authority requirements from food, retail, news/gifts or duty-free concession operators relating to evidence of labor peace agreements, or the lack of a need to deliver such evidence, as applicable. Accordingly, each concessionaire's agreements with the Permittee and/or the Port Authority shall contain, as applicable, provisions and exhibits satisfactory to the Port Authority relating to such matters. The Port Authority shall not be arbitrary or capricious in the manner in which it exercises its discretion with regard to the matters described in this paragraph."

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

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

8. No Personal Liability. No Commissioner, director, officer, agent or employee or either the Port Authority or the Permittee shall be charged personally or held contractually liable by or to the other party under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution.

9. Entire Agreement; No Port Authority Representations or Warranties. This Supplemental Agreement, together with the Permit (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Permittee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Permittee and consented to by the Airline. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Permit or this Supplemental Agreement.

IN WITNESS WHEREOF, the Port Authority and the Permittee have executed these presents as of the Effective Date.

ATTEST:

[Signature]
Secretary

THE PORT AUTHORITY OF NEW YORK
AND NEW JERSEY

By [Signature]
(Title) David Kagan
Assistant Director
Business Properties & Airport Development

ATTEST:

[Signature]
Secretary

WESTFIELD CONCESSION
MANAGEMENT, LLC

By [Signature]
Print Name Lisa C. Roinick
(Title) _____
(Corporate Seal)

Lisa C. Roinick
Assistant Vice President &
Assistant Secretary

Consented and agreed to:
AMERICAN AIRLINES, INC.

[Signature]
By: _____

Michael J. Minerva, Jr.

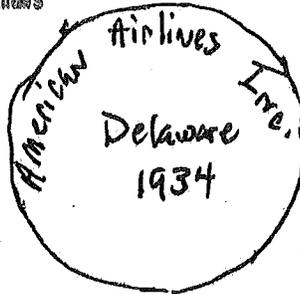
Print Name: Vice President - Government and Airport Affairs

Title: Vice President

| Port Authority Use Only: | |
|--------------------------|----------------------|
| Approval as to Terms: | Approval as to Form: |
| <u>SB</u> | <u>MG</u> |

[Signature]

MG/mmww

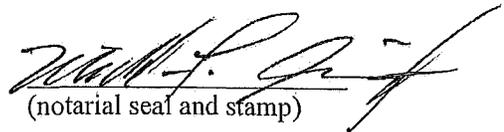


Form - All-Purpose Ack. N.Y. (rev 1/4/2000)

For The Port Authority of NY & NJ

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

On the 1st day of December in the year 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared David Kagan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

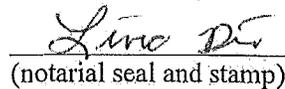

(notarial seal and stamp)

For Westfield Concession Management, LLC

MICHAEL F. SCHMIDT
Notary Public, State of New York
No. 01SC6118149
Qualified in New York County 16
Commission Expires November 1, 20

STATE OF Maryland)
) ss.
COUNTY OF Montgomery)

On the 4th day of September in the year 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared Lisa C. Rolnick, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

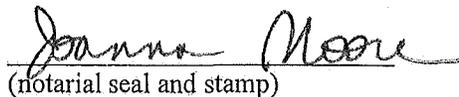

(notarial seal and stamp)



For American Airlines, Inc.

STATE OF Texas)
) ss.
COUNTY OF Tarrant)

On the 11th day of November in the year 2014, before me, the undersigned, a Notary Public in and for said state, personally appeared Michael J. Minerva, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


(notarial seal and stamp)



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

Port Authority Permit No. AYD-476
Supplement No. 1
Facility: John F. Kennedy International Airport

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, dated May 1, 2012 and effective as of September 2, 2004, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (hereinafter called the "Port Authority") and WESTFIELD CONCESSION MANAGEMENT, LLC, a Delaware limited liability company formerly known as Westfield Concession Management, Inc. (hereinafter called the "Permittee"), and consented to by AMERICAN AIRLINES, INC. (hereinafter called the "Airline").

WITNESSETH, That:

WHEREAS, the Port Authority and the Permittee, as of September 2, 2004, entered into a permit agreement bearing Port Authority Permit No. AYD-476 (which permit agreement, as the same may hereafter be supplemented or amended, is hereinafter called the "Permit"), consented and agreed to by the Airline and granting certain permission to develop, sublease, manage and market concession spaces at Passenger Terminal Buildings 8 and 9 (hereinafter called the "Terminal") at John F. Kennedy International Airport (hereinafter called the "Airport") as therein set forth; and

WHEREAS, the Airline and the Permittee have entered into an Amended and Restated Master Retail Development Management and Leasing Agreement, dated as of September 2, 2004, as amended and restated on June 1, 2011 but to be effective as of September 2, 2004 ("Restated Lease") pursuant to which, among other things, the parties extended the term of the Restated Lease to May 31, 2017, revised the security deposit requirements, corrected the Enplaned Passenger Minimum Guarantee (as defined in the Permit) and clarified the Port Authority Reserved Uses (as defined in the Permit), in connection with the Permittee's services at the Terminal;

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

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

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

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

1. On the terms and conditions hereinafter set forth the Port Authority consents to the Restated Lease.
2. Item 7 on the cover page of the Permit shall be revised such that the "Expiration Date" of the Permit shall be stated to be "May 31, 2017, subject to earlier termination or revocation as provided pursuant to the terms and provisions of this Permit".
3. Exhibit B-1 to the Permit, entitled "Lease Premises, JFK International Airport" shall be deleted and replaced with the following: (a) Exhibits B-1 (one page) and B-2 (three pages), entitled "Concession Area" and "Category Plan", respectively, in the forms attached hereto and hereby made a part of the Permit. Item 8 on the cover page of the Permit shall be revised to add, after the word "SPECIAL", the following: "Exhibit B-1 and Exhibit B-2".
4. The Permittee acknowledges and agrees that agreements with concessionaires at the Terminal shall require that each operator agree to comply, as the same may change from time to time, with 49 CFR Part 23 and Port Authority requirements from food, retail, news/gifts or duty-free concession operators relating to evidence of labor peace agreements, or the lack of a need to deliver such evidence, as applicable. Accordingly, each concessionaire's agreements with the Permittee and/or the Port Authority shall contain, as applicable, provisions and exhibits satisfactory to the Port Authority relating to such matters. The Port Authority shall not be arbitrary or capricious in the manner in which it exercises its discretion with regard to the matters described in this paragraph.
5. In the event the Port Authority exercises its right to revoke this Permit if the Permittee shall fail to keep, perform and observe each and every promise, agreement, condition, term and provision contained in this Permit, including but not limited to the obligation to pay fees, the Permittee shall be obligated to reimburse the Port Authority for any and all personnel and legal costs (including but not limited to the cost to the Port Authority of in-house legal services) and disbursements incurred by it arising out of, relating to, or in connection with the enforcement or revocation of this Permit including, without limitation, legal proceedings initiated by the Port Authority to exercise its revocation rights and to collect all amounts due and owing to the Port Authority under this Permit.

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

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

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

9. No Commissioner, director, officer, agent or employee of either the Port Authority or the Permittee shall be charged personally or held contractually liable by or to the other party under any term or provision of this Supplemental Agreement, or because of its execution or attempted execution.

10. This Supplemental Agreement, together with the Permit (to which it is supplementary) constitutes the entire agreement between the Port Authority and the Permittee on the subject matter, and may not be changed, modified, discharged or extended except by instrument in writing duly executed on behalf of both the Port Authority and the Permittee and consented to by the Airline. The Permittee agrees that no representations or warranties shall be binding upon the Port Authority unless expressed in writing in the Permit or in this Supplemental Agreement.

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

THE PORT AUTHORITY OF NEW YORK
& NEW JERSEY

By: [Signature]
Name: DAVID KIBAN
(Title) Assistant Director

WESTFIELD CONCESSION MANAGEMENT, LLC

By: [Signature]
Name: ARNOLD L. MAYERSON, JR.
(Title) ASSISTANT Vice President

Consented and agreed to:
AMERICAN AIRLINES, INC.

By: [Signature]
Name: Michael J. Minerva
(Title) Vice President
Government and Airport AFFAIRS

| | |
|-------------------------|-----------|
| AMERICAN AIRLINES, INC. | |
| TRANSACTIONAL | |
| FORM | TERMS |
| <u>[Signature]</u> | <u>SB</u> |

[Signature]

**EXHIBIT B-1
CONCESSION AREA
JFK INTERNATIONAL AIRPORT TERMINAL 8**

| Concession Area Premises Exhibit | | | | |
|--|-----------------------------------|---|--------|---------------|
| Space # | Merchandise Category | Location | Cat. | SQ. FT. |
| Main Terminal | | | | |
| A-1 | News & Gifts/Fast Food | Arrivals Level 1 (West) | N | 609 |
| | | Sub-Total Arrivals Level 1 (West) | | 609 |
| Main Terminal | | | | |
| M-4 | Casual Dining | Departures Level 3 (West) | CD | 1,065 |
| M-4A | Specialty Retail | Departures Level 3 (West) | SR | 541 |
| M-5 | Specialty Retail | Departures Level 3 (West) | SR | 1,591 |
| M-6 | Specialty Retail | Departures Level 3 (West) | SR | 1,160 |
| M-7 | Specialty Retail | Departures Level 3 (West) | SR | 1,306 |
| M-8 | Fast Food | Departures Level 3 (West) | FF | 730 |
| M-9 | Fast Food | Departures Level 3 (West) | FF | 886 |
| M-10 | Fast Food | Departures Level 3 (West) | FF | 563 |
| M-11 | Fast Food | Departures Level 3 (West) | FF | 1,301 |
| M-12 | N/A (combined with Space M-9) | Departures Level 3 (West) | | - |
| M-13 | Fast Food | Departures Level 3 (West) | FF | 254 |
| M-14 | Specialty Retail/Duty Free | Departures Level 3 (West) | SR/DF | 5,594 |
| M-20 | News & Gifts/Fast Food | Departures Level 3 (West) | N | 693 |
| | | Sub-Total Departures Level 3 West | | 15,674 |
| Concourse B | | | | |
| B-17 | Fast Food (Temp TRLA) | Departures Level 3 (East) | FF | - |
| M-16 | Casual Dining/Bar | Departures Level 3 (East) | CD/BR | 5,390 |
| K-1 | Service (See Exhibit G (VII)) | Departures Level 3 (East) | S | - |
| | | Sub-Total Departures Level 3 (East) | | 5,390 |
| Concourse B - Departures Level 3 (West) | | | | |
| B-1 | News & Gifts | Departures Level 3 (West) | N | 2,069 |
| B-3 | Fast Food | Departures Level 3 (West) | FF | 300 |
| B-4 | Bar w/Food | Departures Level 3 (West) | BR | 1,168 |
| B-5 | Specialty Retail | Departures Level 3 (West) | SR | 642 |
| B-6 | Specialty Retail | Departures Level 3 (West) | SR | 1,323 |
| B-7 | Specialty Retail | Departures Level 3 (West) | SR | 636 |
| B-8 | Specialty Retail | Departures Level 3 (West) | SR | 675 |
| B-9 | Specialty Retail | Departures Level 3 (West) | SR | 1,350 |
| B-10 | Specialty Retail | Departures Level 3 (West) | SR | 1,021 |
| B-11 | Books | Departures Level 3 (West) | B | 1,990 |
| B-12 | Casual Dining | Departures Level 3 (West) | CO | 2,362 |
| B-14 | News & Gifts | Departures Level 3 (West) | N | 681 |
| B-15 | Duty Free | Departures Level 3 (West) | DF | 805 |
| B-16A | Service | Departures Level 3 (West) | S | 175 |
| K-2 | Service | Departures Level 3 (West) | S | 100 |
| B-16 | Bar w/Food | Departures Level 3 (West) | BR | 1,141 |
| | | Sub-Total Departures Level 3 (West) | | 16,438 |
| Concourse C | | | | |
| C-1 | Specialty Retail | Departures Level 2 (East) | SR | 496 |
| C-2 | Service | Departures Level 2 (East) | S | 519 |
| C-3 | Casual Dining/Bar | Departures Level 2 (East) | CD/BR | 6,036 |
| C-5 | Specialty Retail | Departures Level 2 (East) | SR | 497 |
| C-6 | Fast Food | Departures Level 2 (East) | FF | 481 |
| | | Sub-Total Departures Level 2 (East) | | 7,031 |
| Concourse C | | | | |
| C-7 | News & Gifts/Books/Fast Food | Departures Level 2 (West) | N/B/FF | 3,226 |
| C-9 | Duty Free | Departures Level 2 (West) | DF | 1,318 |
| C10 | Fast Food | Departures Level 2 (West) | FF | 754 |
| C11 | Specialty Retail | Departures Level 2 (West) | SR | 488 |
| C12 | Specialty Retail | Departures Level 2 (West) | SR | 497 |
| C13 | News & Gifts | Departures Level 2 (West) | N | 497 |
| C14 | Fast Food | Departures Level 2 (West) | FF | 1,666 |
| | | Sub-Total Departures Level 2 (West) | | 8,456 |
| Common Area & Storage | | | | |
| CA-1 | Common Area | Food Court Seating Area (Main Terminal, Departures Level 3) | CA | 6,870 |
| JC-1 | Common Area | Janitor's Closet (Main Terminal, Departures Level 3) | CA | 20 |
| OF-1 | Office | Westfield Management Office (Main Terminal, Level 2) | CA/OF | 1,667 |
| S-2 | Storage | Storage (Main Terminal, Departures Level 3) | ST | 242 |
| S-3 | Storage | Storage (Main Terminal, Departures Level 3) | ST | 191 |
| S-4 | Storage | Storage - Wet (Conc C, Departures Level 2) | ST | 1,051 |
| S-5 | Converted to Specialty Retail M4A | N/A | N/A | - |
| S-7 | Storage | Storage - Wet (Main Terminal, Level 2) | ST | 4,166 |
| S-8 | Storage | Storage - Wet (Conc C, Ramp Level 1) | ST | 509 |
| S-11 | Common Area | Service Corridor (Conc C, Departures Level 2) | CA | 428 |
| S-12 | Common Area | Service Corridor (Conc C, Departures Level 2) | CA | 182 |
| S-13 | Common Area | Service Corridor (Main Terminal, Departures Level 3) | CA | 290 |
| TW-1 | Common Area | Tray Wash Rm (Main Terminal, Departures Level 3) | CA | 126 |
| | | Sub-Total Common Area & Storage | | 15,742 |
| | | TOTAL | | 69,340 |
| SUMMARY | | | | |
| | News & Gifts | | N | 7,775 |
| | Specialty Retail | | SR | 17,617 |
| | Duty Free | | DF | 2,123 |
| | Books | | B | 1,990 |
| | Fast Food | | FF | 6,935 |
| | Casual Dining | | CD | 13,855 |
| | Bar | | BR | 2,309 |
| | Service | | S | 794 |
| | Storage | | ST | 6,169 |
| | Common Area | | CA | 9,583 |
| | TOTAL | | | 69,340 |

A-10-476, Suppl. 1

COPY

AMENDED AND RESTATED MASTER RETAIL DEVELOPMENT,
MANAGEMENT
AND LEASING AGREEMENT

by and between

AMERICAN AIRLINES, INC.

and

WESTFIELD CONCESSION MANAGEMENT, LLC

Dated as of September 2, 2004, as amended and restated on June 1, 2011 but to be
effective as of September 2, 2004

or because of any variation in Enplaned Passengers or sales in the Concession Area, except as otherwise specifically established in this Agreement.

2.4.7 In the event the Operator Permit is revoked or terminated by the Port Authority prior to the expiration of this Agreement, this Agreement shall automatically terminate simultaneously therewith and American shall have no liability or obligation as a result of such termination other than as expressly provided in Article 3 below.

ARTICLE 3

TERM

Section 3.1 Term. The term of this Agreement (the "Term") shall commence on the date the conditions set forth in Section 2.4.3 are satisfied (the "Commencement Date"), and, unless sooner terminated, shall expire at 11:59 o'clock P.M. on May 31, 2017 (the "Expiration Date"). In no event shall this Agreement afford Retail Manager or any other party any right to use or occupy the Concession Area (or any part thereof) or to operate any concession or other business within the Terminal after the expiration, cancellation or termination of the Operator Permit or this Agreement. Revised

Section 3.2 Early Termination. In addition to any other termination rights provided in this Agreement, this Agreement shall be terminated prior to the end of the Term upon: (i) the mutual written agreement of American and Retail Manager; (ii) thirty (30) days prior notice from the Port Authority that it has revoked its consent to the Operator Permit in its sole discretion, without cause (which revocation shall not require the concurrence of American); (iii) seven (7) days prior notice from the Port Authority that it has revoked the Operator Permit for cause (which revocation shall not require the concurrence of American); (iv) one hundred eighty (180) days prior written notice from American to Retail Manager; (v) one hundred eighty (180) days prior written notice from Retail Manager to American, which notice may only be given only after the Minimum Guaranteed Rental Effective Date has occurred, and which notice (and period for Retail Manager's performance) may be extended for an additional ninety (90) days if American waives the obligation of Retail Manager to pay to American any Minimum Guaranteed Rental Shortfall that might correspond to such ninety-day period (the Port Authority's Allocated Share under Section 4.6 being unaffected); or (vi) The early termination or cancellation of the Lease and/or any rejection of this Agreement or the Lease by American or any successor to American or trustee/receiver acting on American's behalf as either an executory contract or an unexpired real property lease under the applicable provisions of the United States Bankruptcy Code, as amended.

Any of the foregoing events is referred to as an "Early Termination". If, and only if, an Early Termination occurs due to the events described in clauses (ii), (iv) or (vi) above or due to a default of American as may be provided elsewhere in this Agreement, in full and complete satisfaction of any claims of Retail Manager relating to such termination, American shall (x) return or release the AA Security Deposit in accordance with Section 4.10, (y) use commercially

EXHIBIT B-1 AND B-2

CONCESSION AREA

**EXHIBIT B-1
CONCESSION AREA
JFK INTERNATIONAL AIRPORT TERMINAL 8**

| Concession Area Premises Exhibit | | | | |
|--|-----------------------------------|---|---------|---------------|
| Space # | Merchandise Category | Location | Cat. | SQ. FT. |
| Main Terminal | | | | |
| A-1 | News & Gifts/Fast Food | Arrivals Level 1 (West) | N | 609 |
| | | Sub-Total Arrivals Level 1 (West) | | 609 |
| Main Terminal | | | | |
| M-4 | Casual Dining | Departures Level 3 (West) | CD | 1,065 |
| M-4A | Specialty Retail | Departures Level 3 (West) | SR | 541 |
| M-5 | Specialty Retail | Departures Level 3 (West) | SR | 1,591 |
| M-6 | Specialty Retail | Departures Level 3 (West) | SR | 1,150 |
| M-7 | Specialty Retail | Departures Level 3 (West) | SR | 1,306 |
| M-8 | Fast Food | Departures Level 3 (West) | FF | 730 |
| M-9 | Fast Food | Departures Level 3 (West) | FF | 886 |
| M-10 | Fast Food | Departures Level 3 (West) | FF | 563 |
| M-11 | Fast Food | Departures Level 3 (West) | FF | 1,301 |
| M-12 | N/A (combined with Space M-9) | Departures Level 3 (West) | | - |
| M-13 | Fast Food | Departures Level 3 (West) | FF | 254 |
| M-14 | Specialty Retail/Duty Free | Departures Level 3 (West) | SR/DF | 5,594 |
| M-20 | News & Gifts/Fast Food | Departures Level 3 (West) | N | 693 |
| | | Sub-Total Departures Level 3 West | | 15,674 |
| Concourse B | | | | |
| B-17 | Fast Food (Temp TRLA) | Departures Level 3 (East) | FF | - |
| M-16 | Casual Dining/Bar | Departures Level 3 (East) | CD/BR | 5,390 |
| K-1 | Service (See Exhibit G (VII)) | Departures Level 3 (East) | S | - |
| | | Sub-Total Departures Level 3 (East) | | 5,390 |
| Concourse B - Departures Level 3 (West) | | | | |
| B-1 | News & Gifts | Departures Level 3 (West) | N | 2,069 |
| B-3 | Fast Food | Departures Level 3 (West) | FF | 300 |
| B-4 | Bar w/Food | Departures Level 3 (West) | BR | 1,168 |
| B-5 | Specialty Retail | Departures Level 3 (West) | SR | 642 |
| B-6 | Specialty Retail | Departures Level 3 (West) | SR | 1,323 |
| B-7 | Specialty Retail | Departures Level 3 (West) | SR | 636 |
| B-8 | Specialty Retail | Departures Level 3 (West) | SR | 675 |
| B-9 | Specialty Retail | Departures Level 3 (West) | SR | 1,350 |
| B-10 | Specialty Retail | Departures Level 3 (West) | SR | 1,021 |
| B-11 | Books | Departures Level 3 (West) | B | 1,990 |
| B-12 | Casual Dining | Departures Level 3 (West) | CD | 2,362 |
| B-14 | News & Gifts | Departures Level 3 (West) | N | 681 |
| B-15 | Duty Free | Departures Level 3 (West) | DF | 805 |
| B-15A | Service | Departures Level 3 (West) | S | 176 |
| K-2 | Service | Departures Level 3 (West) | S | 100 |
| B-16 | Bar w/Food | Departures Level 3 (West) | BR | 1,141 |
| | | Sub-Total Departures Level 3 (West) | | 16,438 |
| Concourse C | | | | |
| C-1 | Specialty Retail | Departures Level 2 (East) | SR | 498 |
| C-2 | Service | Departures Level 2 (East) | S | 519 |
| C-3 | Casual Dining/Bar | Departures Level 2 (East) | CD/BR | 5,038 |
| C-5 | Specialty Retail | Departures Level 2 (East) | SR | 497 |
| C-6 | Fast Food | Departures Level 2 (East) | FF | 481 |
| | | Sub-Total Departures Level 2 (East) | | 7,031 |
| Concourse C | | | | |
| C-7 | News & Gift/Books/Fast Food | Departures Level 2 (West) | N/BR/FF | 3,226 |
| C-9 | Duty Free | Departures Level 2 (West) | DF | 1,318 |
| C-10 | Fast Food | Departures Level 2 (West) | FF | 754 |
| C-11 | Specialty Retail | Departures Level 2 (West) | SR | 498 |
| C-12 | Specialty Retail | Departures Level 2 (West) | SR | 497 |
| C-13 | News & Gifts | Departures Level 2 (West) | N | 497 |
| C-14 | Fast Food | Departures Level 2 (West) | FF | 1,688 |
| | | Sub-Total Departures Level 2 (West) | | 8,458 |
| Common Area & Storage | | | | |
| CA-1 | Common Area | Food Court Seating Area (Main Terminal, Departures Level 3) | CA | 6,970 |
| JC-1 | Common Area | Janitor's Closet (Main Terminal, Departures Level 3) | CA | 20 |
| OF-1 | Office | Westfield Management Office (Main Terminal, Level 2) | CA/OF | 1,667 |
| S-2 | Storage | Storage (Main Terminal, Departures Level 3) | ST | 242 |
| S-3 | Storage | Storage (Main Terminal, Departures Level 3) | ST | 191 |
| S-4 | Storage | Storage - Wet (Cono C, Departures Level 2) | ST | 1,051 |
| B-6 | Converted to Specialty Retail M4A | N/A | N/A | - |
| S-7 | Storage | Storage - Wet (Main Terminal, Level 2) | ST | 4,166 |
| S-8 | Storage | Storage - Wet (Cono C, Ramp Level 1) | ST | 508 |
| S-11 | Common Area | Service Corridor (Cono C, Departures Level 2) | CA | 428 |
| S-12 | Common Area | Service Corridor (Cono C, Departures Level 2) | CA | 182 |
| S-13 | Common Area | Service Corridor (Main Terminal, Departures Level 3) | CA | 290 |
| TW-1 | Common Area | Tray Wash Rm (Main Terminal, Departures Level 3) | CA | 128 |
| | | Sub-Total Common Area & Storage | | 15,742 |
| | | TOTAL | | 69,340 |

| SUMMARY | | | | |
|---------|--|------------------|----|---------------|
| | | News & Gifts | N | 7,775 |
| | | Specialty Retail | SR | 17,817 |
| | | Duty Free | DF | 2,123 |
| | | Books | B | 1,990 |
| | | Fast Food | FF | 6,935 |
| | | Casual Dining | CD | 13,855 |
| | | Bar | BR | 2,309 |
| | | Service | S | 794 |
| | | Storage | ST | 6,159 |
| | | Common Area | CA | 9,583 |
| | | TOTAL | | 69,340 |

**SECOND AMENDMENT TO AMENDED AND RESTATED MASTER
RETAIL DEVELOPMENT, MANAGEMENT AND LEASING AGREEMENT**

THIS SECOND AMENDMENT (the "Amendment") is effective as of the 1st day of April, 2013 (the "Effective Date"), by and between AMERICAN AIRLINES, INC., a Delaware corporation ("American") and WESTFIELD CONCESSION MANAGEMENT, LLC, a Delaware limited liability company ("Retail Manager").

BACKGROUND

WHEREAS, American and Retail Manager have entered into an Amended and Restated Master Retail Development, Management and Leasing Agreement dated June 1, 2011 but effective as of September 2, 2004 as amended by the First Amendment to Amended and Restated Retail Development, Management and Leasing Agreement dated as of August 31, 2012 but effective as of January 31, 2012 ("Agreement") pursuant to which Retail Manager has developed, leased, marketed and managed the concession program in Terminal 8 at John F. Kennedy International Airport; and

WHEREAS, the parties hereto mutually desire to amend and supplement the Agreement as hereinafter provided;

NOW, THEREFORE, for and in consideration of these premises and the mutual covenants and agreements herein contained, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. All capitalized terms which are not expressly defined in this Amendment shall have the same meanings ascribed to them in the Agreement.
2. With respect to American's early termination right under Section 3.2(iv) of the Agreement, American hereby agrees that American will not exercise its right of early termination (which requires one hundred eighty (180) days prior notice from American to Retail Manager) to cause a termination to be effective before the close of business on December 31, 2015. Therefore, the parties agree that the earliest date that American could exercise such early termination right by providing the requisite one hundred eighty (180) days prior notice is July 3, 2015.
3. Sections 4.12 and 4.12.1 of the Agreement is hereby deleted in its entirety and is amended to read as follows:

"Section 4.12 Management Fee for Retail Manager. In consideration of the services provided under this Agreement, Retail Manager shall be entitled to a fee equal to ten percent (10%) of the aggregate Gross Rents collected by Retail Manager from Subtenants in each calendar year during the Term ("Management Fee"). For purposes of this Section 4.12, the term "Gross Rents" means all Subtenant Rental (e.g., Subtenant's Minimum Annual Guaranteed Rent and Percentage Rent, if any, as such terms are defined in the Subleases as well as rent collected from Subtenants for storage spaces); provided, however, Gross Rents shall exclude any and all payments received by Retail Manager from Subtenants for Common Area Maintenance Fees, Joint Marketing Fund Fees, food & beverage Subtenant electrical consumption reimbursement charges (food & beverage concessions in accordance with section 80 of the Lease), Taxes, Additional Payment Obligations, security deposits received from Subtenants, and any other ancillary charges, fees, taxes or levies.

4.12.1 If at any time Retail Manager is not permitted to withhold the Management Fee from American's Allocated Share of Rental as contemplated in clause 4.7(v) above, then, within ten (10) days after receiving the relevant calculations and an invoice in respect of a calendar month during the Term, American will pay the Management Fee to Retail Manager, based on collected Gross Rents for such month as detailed in the Monthly Rental Statements timely provided by Retail Manager under Section 12.1.3 and as may be reported by Retail Manager under Section 4.12 above. Retail Manager acknowledges that payment of the Management Fee is the sole responsibility and obligation of American. Accordingly, Retail Manager may not look to the Port Authority for payment of any portion of the Management Fee, nor reduce or offset any amounts owed to the Port Authority by Management Fee amounts owed to Retail Manager by American."

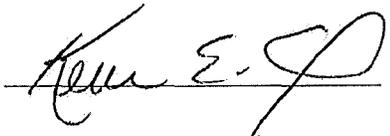
4. Retail Manager acknowledges that American is a debtor in possession under Chapter 11 of the United States Bankruptcy Code (the "Bankruptcy Code") in the cases styled "In re AMR Corporation, et al." pending in the United States Bankruptcy Court for the Southern District of New York, Case No. 11-15643 (SHL) (Jointly Administered), (the "Bankruptcy Case") which was commenced by a voluntary petition under Chapter 11 filed on November 29, 2011. Retail Manager agrees that this Amendment does not constitute an assumption of the Agreement or entry into a new post-petition agreement and that American retains all rights under Section 365 of the Bankruptcy Code to assume, reject, or assume and assign the Agreement, as amended, notwithstanding entry into this Amendment. American shall seek an order from the Bankruptcy Court approving American's assumption of the Agreement as amended by this Amendment.

5. This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Except as expressly amended herein, all of the terms and provisions of the Agreement between the parties shall remain in full force and effect. In case of any inconsistency between the provisions of the Agreement and this Amendment, the later provision shall govern and control.

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the date first appearing above.

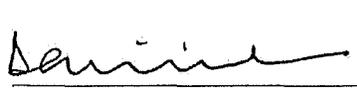
AMERICAN:

AMERICAN AIRLINES, INC.,
a Delaware corporation

By: 
Name: Kevin E. Cox
Title: Vice President - Real Estate

RETAIL MANAGER:

WESTFIELD CONCESSION
MANAGEMENT, LLC,
a Delaware limited liability company

By: 
Name: Dominic Lowe
Title: Executive Vice President